



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

August 28, 2017

DHL Analytical, Inc.
John DuPont
General Manager
2300 Double Creek Drive
Round Rock, TX 78664

Dear John:

The Austin City Council approved the execution of a contract with your company for priority and regulated pollutant analyses services in accordance with the referenced solicitation.

Responsible Department:	Watershed Protection Department
Department Contact Person:	Josie Archer
Department Contact Email Address:	Josephine.archer@austintexas.gov
Department Contact Telephone:	512-974-9735
Project Name:	Priority and Regulated Pollutant Analyses Services
Contractor Name:	DHL Analytical, Inc.
Contract Number:	MA 6300 NA170000219
Contract Period:	08/28/2017 – 08/27/2020
Dollar Amount	\$178,500.00
Extension Options:	Three 12-month options at \$59,500/option
Requisition Number:	RQM 6300 16060700503
Solicitation Type & Number:	IFB 6300 ISR0019
Agenda Item Number:	30
Council Approval Date:	August 17, 2017

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sandy Wirtanen
Procurement Specialist III
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
DHL Analytical, Inc. ("Contractor")
for
Priority and Regulated Pollutant Analyses Services
MA 6300 NA170000219**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between DHL Analytical, Inc. having offices at 2300 Double Creek Drive, Round Rock, TX 78664 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB 6300 ISR0019.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, IFB, 6300 ISR0019 including all documents incorporated by reference
- 1.1.3 DHL Analytical, Inc's Offer, dated 3/31/2017, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of 36 months and may be extended thereafter for up to two 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$178,500 for the initial Contract term and \$59,500 for each extension option as indicated in the Bid Sheet, IFB Section 0600. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

DHL ANALYTICAL, INC.

Derhsing Luu
Signature

Derhsing Luu

Printed Name of Authorized Person

President

Title

8/23/2017

Date

CITY OF AUSTIN

Sandy Wirtanen
Signature

Sandy Wirtanen

Printed Name of Authorized Person

Procurement Specialist III

Title

8/28/17

Date

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SOLICITATION NO. IFB ISR0019 – Priority and Regulated Pollutant Analyses Services

BID DUE PRIOR TO: 2:00 pm, August 6, 2017

SECTION	DOCUMENT
Section 1	0000 – Offer Sheet
Section 2	0600 – Bid Sheet
Section 3	0605 – Local Business Presence Identification Form
Section 4	0700 – Reference Sheet
Section 5	0800 – Non-Discrimination and Non-Retaliation Certification
Section 6	0835 – Non-Resident Bidder Provisions
Section 7	0900 – MBE/WBE Procurement Program Package No Goals Form
Section 8	MBE/WBE Subcontracting Good Faith Effort Narrative
Section 9	NELAP Accreditation
Section 10	Laboratory Certifications and Accreditations
Section 11	SOP - Data Review Process (2 parts)
Section 12	Methods & Reporting Limits (2 parts)
Section 13	Capabilities Statement
Section 14	Scope of Testing Services



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

Section 1
DHL Analytical, Inc.
2300 Double Creek Drive
Round Rock, Texas 78664
Solicitation No. IFB ISR0019
Due April 6, 2017 at 2:00 pm

SOLICITATION NO: ISR0019

DATE ISSUED: March 13, 2017

REQUISITION NO.: 6300 16060700503

COMMODITY CODE: 9614850

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Irene Sanchez-Rocha

Senior Buyer

Phone: (512) 974-2554

E-Mail: irene.sanchez-rocha@austintexas.gov

Sandy Wirtanen

Senior Buyer

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: PRIORITY AND
REGULATED POLLUTANT ANALYSES SERVICES

PRE-BID CONFERENCE TIME AND DATE: N/A

LOCATION: N/A

BID DUE PRIOR TO: April 4, 2017 at 2:00 p.m.

BID OPENING TIME AND DATE: April 4, 2017 at 2:15 p.m.

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select
this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # ISR0019	Purchasing Office-Response Enclosed for Solicitation # ISR0019
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the
responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the
time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving
on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict
accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the
accompanying Offer.

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	6
0600	BID SHEET – Must be completed and returned with Offer	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed and notarized for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: DHL Analytical, Inc.

Company Address: 2300 Double Creek Drive

City, State, Zip: Round Rock, Texas 78664

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: John DuPont

Title: General Manager

Signature of Officer or Authorized Representative: 

Date: 3/31/2017

Email Address: dupont@dhlanalytical.com

Phone Number: 512-388-8222

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

**CITY OF AUSTIN
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STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

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harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

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13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by March 21, 2017, either by FAX at 512-974-2388 or via e-mail at irene.sanchez-rocha@austintexas.gov

2. **ALTERNATE OFFERS:** (reference paragraph 7A in Section 0200)

Alternate Offers will NOT be considered.

3. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

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- (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of thirty-six months and may be extended thereafter for up to two additional twelve month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
 - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

THIS IS A 36 MONTH CONTRACT
FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **DELIVERY REQUIREMENTS:**

Location:
Watershed Protection Department
505 Barton Springs Rd. 11th Floor, Suite 1100
Attn: Brent Bellinger
Austin, Texas 78704

Days:
Monday – Friday, 7:30 a.m. – 6:30 p.m. CST.

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- A. Delivery is to be made within Ten business days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

7. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Watershed Protection Department
Attn:	Brent Bellinger
Address	505 Barton Springs Rd. Suite 1100
City, State Zip Code	Austin, Texas 78704

Invoices shall be e-mailed to the below address:

	City of Austin
Department	Watershed Protection Department
Attn:	Brent Bellinger
E-mail:	Brent.bellinger@austintexas.gov ; WPDInvoices@austintexas.gov

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. HAZARDOUS MATERIALS:

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

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- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT: (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

- A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

11. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty-five percent (25%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Bureau of Labor Statistics	
Series ID: CIU202S000300000I	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: National	
Description of Series ID: Wages and Salaries for Private Industry Workers in Service Providing	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

12. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

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- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
16. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Josie Archer, Accountant Associate, Watershed Protection Department

Josephine.archer@austintexas.gov 512-974-9735

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN, TEXAS
PURCHASE SPECIFICATION
FOR
PRIORITY AND REGULATED POLLUTANT ANALYSES SERVICES**

1.0 PURPOSE

This specification establishes the minimum requirements for the purchase of priority and regulated pollutant analyses services. The City of Austin, Watershed Protection Department, hereinafter referred to as the "City," seeks bids from qualified and experienced firms, hereinafter referred to as "Contractor." Contractor shall be a qualified environmental analytical laboratory experienced in the provision of analytical determinations, and in the Environmental Protection Agency (EPA) approved analyses for conventional wet chemistry, metal and organic parameters for pollutants and toxic substances in environmental samples including, soils, sediments, and petroleum or coal-based materials. Contractor is required to meet all specifications listed herein as minimum requirements, and is required to submit a firm fixed cost for all the products deliverable under the terms of this solicitation. Failure to meet the specification herein may render the bid non-responsive.

2.0 BACKGROUND

For programs identified by City Council, the City has sampling requirements under a Texas Pollutant Discharge Elimination System (TPDES) permit to determine actions protective of the environment and the citizens of the City of Austin. Ongoing sampling programs have additional requirements where data is submitted to the Texas Commission on Environmental Quality (TCEQ), through the Lower Colorado River Authority (LCRA) under a Quality Assurance Project Plan for the Colorado River Basin, for use in statewide water quality assessments. Sampling may also be required by unanticipated spills, releases or other events that may impact the environment. Routine water quality samples are generally analyzed within the City. However, some analyses and quality assurance objectives cannot be met in-house, particularly for samples from different matrices such as wet sediments or products released to the environment, and on wet sediment and sludge analyses with matrix interference. In a typical year, quarterly sediment analyses for the TPDES permit and annual testing of approximately twenty (20) sediment samples are conducted for a parameter suite including at a minimum PAHs and metals.

The City's testing requirements related to this solicitation are to provide primary and confirmation analyses for the sample types and test methods described in the body of this specification. Frequency of analyses will vary depending on City equipment failures, staffing shortages, emergency requirements and City's analytical capabilities.

3.0 GLOSSARY OF ACRONYMS

A2LA:	American Association for Laboratory Accreditation
AWRL:	Ambient water reporting limit
EPA:	Environmental Protection Agency
GC/MS:	Gas chromatography/mass spectrometry
LCRA:	Lower Colorado River Authority
MAL:	Minimum analytical level
MDL:	Minimum detection limit
NELAP:	National environmental laboratory accreditation program
PCL:	Protective contaminant levels
PQL:	Practical quantitation limit
QAQC:	Quality assurance, quality control
TCEQ:	Texas Commission on Environmental Quality
TPDES:	Texas pollutant discharge elimination system

TPH: Total petroleum hydrocarbons
 TRRP: Texas risk reduction program
 TSS: Total suspended solids
 WPD: Watershed Protection Department

4.0 **PERFORMANCE REQUIREMENTS**

- 4.1 Contractor shall provide timely and accurate information regarding quantitative analyses for the substances listed as priority, regulated and pollutants of concern from samples procured by the City. Analyses for all samples may include all of the organic and inorganic chemicals named in the priority pollutant list of the Clean Water Act and regulated compounds in the Safe Drinking Water Act, any compounds proposed for regulations, and other compounds identified as a concern to the environment or which may identify the source of contaminants.
- 4.2 The Contractor shall be responsible for coordinating with the City to ensure compliance with all applicable procedures.
- 4.3 The Contractor shall pick up samples from the Watershed Protection Department, located at 505 Barton Springs Rd, 11th Floor, Suite 1100, Austin, TX 78704, and perform testing Monday - Friday during normal working hours of 7:30 a.m. to 6:30 p.m.
 - 4.3.a The Contractor shall pick up sample collection from the City Contract Manager or designee WPD office with 24-hour prior notification of approximate sample collection completion and within three (3) hours of notification of the exact time a sample will be available for pick up.
 - 4.3.b The Contractor shall be available for sample receipt/drop off between the hours of 7:30a.m. And 6:30 p.m. Monday – Friday in the event the City Contract Manager or designee must deliver or drop off sample due to holding time requirement or notification failure.
 - 4.3.c The Contractor upon 24-hour notification from the City Contract Manager or designee shall be available to pick up sample if required on weekends or outside of normal hours for emergencies or special sampling events.
- 4.4 Contractor's laboratory shall be located within thirty (30) miles of State Capitol in downtown Austin, Texas.
- 4.5 The Contractor's standard turnaround time shall be ten (10) business days on all sample analysis.
- 4.6 The Contractor shall also have a 24-hour, 48-hour, and 5 business day turn-around expedited response capabilities.
- 4.7 Contractor will only have up to 10% failure to meet required reporting limits and failure shall be allowed *only* for insufficient sample volume. For 90% of all tests, Contractor shall meet its stated capabilities for reporting limits. Specific requirements are stated below:
 - 4.7.1 Environmental samples in sediment matrix, specified for the "Clean Rivers Program" shall meet Ambient Water Reporting Limits (AWRLs) currently published by TCEQ:
<http://www.tceq.state.tx.us/assets/public/compliance/monops/crp/QA/awrlmaster.pdf>
 - 4.7.2 Attachment "A" Detection Limits Table
 - 4.7.3 Wet sediment or sludge samples: The lab reporting limit shall meet the AWRLs described above on a wet weight basis. Methods shall be available to meet the 90% sample criteria when reporting on a dry weight basis for sediment samples with up to 50% water content. All preparation methods shall meet EPA method requirements and be included in QAQC protocols. After onset of a contract, any Contractor-proposed deviations from EPA and

ongoing preparation methods requires PRIOR written approval of the City and QAQC of new protocols, with varying preparation methods reported

- 4.7.4 Sample analysis for products or spilled contaminants that may have high matrix interference shall be analyzed using methods that meet the AWRLs with dilutions that provide analytical quantitative results for more than 50% of the constituents
- 4.8 Contractor shall designate a Project Manager to act as the SPOC between the Contractor and the City. Analytical results shall be reviewed and approved by the Contractor's Project Manager. All services and reports shall be under the direction and responsibility of the Contractor's Project Manager, who shall sign all final reports.
- 4.9 The Contractor's Project Manager shall attend a preliminary meeting with the City within thirty (30) days of contract award to establish data quality objectives. Thereafter, the Project Manager will schedule meetings as necessary with the City to coordinate schedules, resolve problems and otherwise complete the Scope of Work.
- 4.10 The Contractor shall assume responsibility for the custody of samples and the protection of the integrity for samples received.
- 4.11 The Contractor shall perform chain-of-custody documentation, store, preserve, and analyze the samples in accordance with the procedures published in the most current EPA Approved Methods or Standard Methods as published in the 40 CFR Parts 136 and 141, or any other relevant location. For specified programs, Clean Rivers Program approved methods shall be used.
- 4.12 The Contractor shall issue the final comprehensive report to the City Contract Manager or designee no more than fifteen (15) calendar days from the day the sample was picked-up. The reports shall contain all documentation pertaining to the analyses as required by the test method, chain of custody documentation, identification of the testing lab, and a summary report of the results and quality assurance reporting.
 - 4.12.a The Contractor shall send the City one (1) original final report for each sample batch submitted in both paper and electronic (delimited text.) The Contractor shall confirm complete agreement between paper and electronic reporting before delivery. In the event of data in error or disagreement between electronic and paper reporting formats, the Contractor shall resubmit final reports in both formats with a new reporting date.
 - 4.12.b The Contractor shall in the case of sample analysis in an expedited turn-around, shall provide an electronic preliminary report to the City within the requested turnaround time; the final comprehensive report (both paper and electronic versions) shall be due to the City no more than fifteen (15) calendar days from the day the sample was picked up.
- 4.13 The Contractor shall *immediately, within one hour*, verbally notify the City if they cannot meet any contracted reporting limit.
- 4.14 Contractor shall provide written notification before the sample time limit expires on any sample the contractor cannot complete analysis within designated time, and shall provide an estimated time of completion. The City will have the option of either requesting the sample analysis continue, or refuse the sample analysis with no charges invoiced to the City. If requested, the properly preserved sample remainder shall immediately be returned to the City.
- 4.15 The Contractor shall, at their own expense, repeat the entire testing of any analyses that do not meet the agreed upon data quality control criteria for sensitivity, precision and/or accuracy. Upon the occasion of insufficient sample volume or similar circumstance, the City will allow up to a 10% deviation from the data quality control criteria.
- 4.16 The Contractor shall notify the City of any matrix interference problems. The City will have the sole option of proceeding with or without additional clean up steps. In the event that sample matrix interferences prevent attaining the lab reporting limit, the Contractor shall independently proceed to employ clean-up procedures as described in the EPA Method, with no additional charge to the City.

- 4.17 The contractor shall notify the City If any samples (or sample aliquots) submitted by the City exceed the sample volume required by the Contractor, the excess volumes shall be properly preserved and retained for at least thirty (30) days after the final report has been submitted to and accepted by the City.
- 4.18 The Contractor shall retain test results, chain-of-custody records, bench sheets, chromatograms, mass spectra reports, and accompanying quality control data for a period of no less than five (5) years. In the event an audit is initiated; the Contractor shall maintain the records until such time as the City deems the audit satisfactorily completed.
- 4.19 The Contractor shall assume all necessary costs associated with shipment of samples.
- 4.20 The Contractor shall assume charges for testing aborted due to problems in sample transportation or sample analysis by the Contractor.

5.0 CONTRACTOR REQUIREMENTS

- 5.1 The Contractor shall have adequate facilities to ensure segregation of chemicals from samples/sample extracts, segregation of organic extraction from organic instrumentation, segregation of hazardous waste collection, designated sample storage, chemicals and gas areas, an ultra-pure water system, and an appropriate air handling/ventilation system.
- 5.2 For every method performed the Contractor shall, at a minimum, participate in the appropriate EPA Water Pollution Performance Studies, providing the City with the evaluations and respective corrective actions upon completion of each study.
- 5.3 The Contractor shall maintain NELAP accreditation throughout the duration of the contract. With the bid package returned, Contractor shall provide current proof of such accreditation. Contractor shall provide a listing of all laboratory certifications and accreditations with their bid submittal.
 - 5.3.1 Alternatively, Contractor shall have already applied for NELAP accreditation and be audited within one (1) year of application being submitted. In this case, Contractor shall provide proof of the application and alternative accreditation acceptable to TCEQ such as A2LA with their bid submittal.
- 5.4 The Contractor shall with 48-hour notice be responsible for providing and delivering to City location(s) sample collection bottles, shipping containers, and shipping materials.
 - 5.4.1 Contractor with less than 48-hour notice, shall have prepared for pick-up sample collection bottles and shipping containers and materials for pick-up by the City staff,
- 5.5 The Contractor shall participate in audits and any corrective actions identified by the TCEQ on environmental quality, and by the LCRA as requested for the Clean Rivers Program. Audits shall not exceed an annual visit. Specific projects will be identified for submission to TCEQ's Clean Rivers Program. Specific quality control procedures shall be required for that program related to the Ambient Water Reporting Limits.
- 5.6 The Contractor shall conduct quality control tests for accuracy at a minimum 10% of the City's samples (or one (1) per batch submitted), based on the number of samples submitted in a contract year or as required under the Clean Rivers Program. No charge to the City shall be made for these quality control tests.
- 5.7 The Contractor shall accept at least four (4) blind samples per contract year designated as reference samples by the City. No charges shall be invoiced to the City for these reference samples. Analytical requests for these reference samples may be for a complete screen or for a limited number of analytes.
- 5.8 The Contractor shall assume responsibility for the cost of sample bottles that are broken in shipment

- 5.9 Contractor shall also be required, on occasion, to perform other related pollutant analyses in water including but not limited to: Metals (EPA 200.7, 200.8), Conductivity, ions, and conventional wet chemistry parameters. Contractor shall include with their bid submittal a complete list of analysis methods and MALs capabilities.
- 5.10 Contractor shall specify the laboratory location. A space is provided on the Bid Sheet for this information.
- 5.11 Contractor shall designate at least one (1) person within the firm to be the Project Manager to the City, including telephone number and mobile number for accessibility. Use the space provided on the Bid Sheet for this information.
- 5.12 Contractor shall specify their on-call phone contact for weekend sample receipt. A space is provided on the Bid Sheet for this information.
- 5.13 To qualify for Contract award, Contractor shall have as a prominent part of their business for a minimum of three (3) years of continuous operation.
- 5.14 Using the form provided in Section 0700, Contractor shall provide three (3) references (with current contact name and phone number) for projects of similar size and scope as described in this solicitation, and shall have been completed within the past two (2) years. Other sufficient relevant experience may be acceptable to City. References provided shall not be an immediate family member of Contractor, nor any employee of Contractor. Any such reference will not be considered.
- 5.15 The Contractor shall provide the City with a flow chart and/or description of the data review process, responsible parties and a contact for quality assurance review.
- 5.16 The Contractor shall specifically state capabilities (including current MALs and ability to report estimated values above the MDL) as related to the methods listed below:
 - The toxic pollutants listed in the Texas Surface Water Quality Standards (30 TAC Chapter 307).
 - Solid Waste Methods: 6010, 6020, 7471, 8081, 8082, 8260 and 8270
 - GC/MS scans shall include tentative identification of the 10 largest peaks. The City may require quantification in future samples of identified organic compounds.
 - For sediment analyses, Contractor shall also regularly perform other pollutant analyses including but not limited to: Oil and Grease, TPH (1005), and dry weight.
- 5.17 Contractor shall indicate the percentage of working hours per year that EPA Method 608, 624, 625, 8081, 8260 and 8270 were available in the calendar year of 2015. A space is provided on the Bid Sheet for this purpose. Contractor shall provide summarized back-up information with their bid submittal

6.0 CITY REQUIREMENTS

City reserves the right, at its discretion, to terminate the Contract or suspend performance for the following specific contract violations. Any violations omitted from this section that clearly impair the performance of this Contract may also lead to Contract termination.

- 6.1 The City reserves the right to make a site visit to Contractor's facility prior to award or anytime during the contract period.
- 6.2 The City WPD Contract Manager or designee shall have samples ready to be picked up from City offices located in downtown Austin, Texas.
- 6.3 The City WPD Contract Manager or designee will provide chain of custody sample documentation, analytes list, data reporting for the samples, chain of custody form identifying the names of the sample, name of the project and the analysis being requested.

- 6.4 The City at their discretion due to holding times and preservation issues of samples, may deliver the samples to the laboratory for sample receipt between the hours of 7:30 a.m. and 6:30 p.m. Monday – Friday,
- 6.5 The City at its discretion may terminate the contract for a pattern of consistent failure to perform the services as specified in this solicitation. This shall be defined as an on-going pattern of minor instances or one (1) major instance, of a failure to take corrective action that is deemed by the City as necessary to allow a sample analysis to be performed in a manner that is consistent with the specifications of this solicitation and the Contractor's specified reporting limits.
- 6.6 The City at its discretion may terminate the contract for failure to ensure that no property served through this Contract be encumbered by a mechanic's lien due to Contractor's failure to pay debts incurred under any resulting agreement.
- 6.7 The City at its discretion may terminate the contract for failure to provide proof of required insurance, and failure to keep all required insurance in force through the term of the Contract including any extension(s).
- 6.8 The City at its discretion may terminate the contract for failure to provide proof of required accreditations, and failure to keep all required accreditations in force through the term of the Contract including any extension(s).
- 6.9 The City WPD Contract Manager or designee will provide updated point of contact for this contract if any changes of personnel occur during the term of this contract.
- 6.10 The City WPD Contract Manager or designee will coordinate kick off meeting with contracted vendor to go over contract details and specifics of reporting and record keeping requirements.
- 6.11 Contractor and all contractor employees performing services here-under, are not, by this contract, constituted an agent or employee of the City. Accordingly Contractor and contractor employees understand and agree that they shall not be entitled to any of the rights and privileges established for employees of the City such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this contract. It is further expressly agreed and understood that the City will not withhold any sum due or payable by or on behalf of the Contractor as withholding for any law or requirement of any governmental body and that all such payments as may be required by law are the sole responsibility of the Contractor and the individual contractor employees.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	DHL Analytical, Inc.	
Physical Address	2300 Double Creek Drive, Round Rock, Texas 78664	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	LCRA - Environmental Laboratory Services	
Physical Address	3505 Montopolis Drive, Austin, Texas 78744	
Is your headquarters located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Not Applicable	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="radio"/> Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="radio"/> Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="radio"/> Yes	<input type="radio"/> No

Section 0700: Reference Sheet**DHL Analytical, Inc.** Section 4
Solicitation No. IFB ISR0019
Due April 6, 2017 at 2:00 pmResponding Company Name DHL Analytical, Inc.

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Austin - Watershed Protection
Name and Title of Contact Chris Herrington, Project Manager
Project Name Clean Rivers Program
Present Address 505 Barton Springs Road, 11th Floor
City, State, Zip Code Austin, Texas 78704
Telephone Number (512) 974-2840 Fax Number (512) 974-2846
Email Address chris.herrington@austintexas.gov
2. Company's Name Brazos River Authority
Name and Title of Contact Adrienne Tapia, Deputy Quality Assurance Officer
Project Name Water Testing for Multiple POTWs
Present Address 3939 East Palm Valley Blvd.
City, State, Zip Code Round Rock, Texas 78665
Telephone Number (512) 218-2009 x2009 Fax Number (512) 255-6231
Email Address adrienne.tapia@brazos.org
3. Company's Name AECOM
Name and Title of Contact Debra Bisson, Project Chemistry/QA/Database Team Leader
Project Name TCEQ AIRS Program
Present Address 9400 Amberglenn Blvd.
City, State, Zip Code Austin, Texas 78729
Telephone Number (512) 454-4797 Fax Number (512) 454-8807
Email Address debra.bisson@aecom.com

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment,

including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

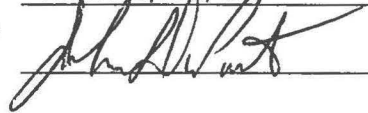
Dated this 31 day of March, 2017

CONTRACTOR

Authorized Signature

Title

DHL Analytical, Inc



General Manager

Section 0835: Non-Resident Bidder Provisions

Section 6
DHL Analytical, Inc.
Solicitation No. IFB ISR0019
Due April 6, 2017 at 2:00 pm

Company Name DHL Analytical, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER: IFB ISR0019

PROJECT NAME: Priority & Regulated Pollutant Analyses Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No ☐ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes ☒ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

DHL Analytical, Inc.

Company Name

John DuPont, General Manager

Name and Title of Authorized Representative (Print or Type)

Signature

3/31/2017

Date

NELAP and DoD-ELAP Certifications and Accreditations for DHL Analytical

Primary AB: Texas Commission of Environmental Quality (TCEQ-NELAP)
Certificate Number: T104704211-16-16
Expiration Date: 04/30/2017

http://www.tceq.state.tx.us/assets/public/compliance/compliance_support/qa/labs/dhl_analytical.pdf

Secondary AB: Louisiana Department of Environmental Quality (LA-DEQ / LELAP)
Lab AI#: 30719
Certificate Number: 02044
Accreditation Year: FY2017
Expiration Date: 06/30/2017

Oklahoma Department of Environmental Quality (OK-DEQ)
Certificate Number: 2016-097
State Lab ID: 9518
EPA ID: TX00906
Expiration Date: 08/31/2017

DoD-ELAP: US Department of Defense Environmental Laboratory Accreditation Program
Certificate Number: L15-426
Expiration Date: 12/24/2017

All certifications and accreditations shall be renewed prior to the expiration date and posted on the website of DHL Analytical, Inc. and the Accreditation Body.

The Department of Defense (DoD) Environmental Data Quality Workgroup (EDQW) and the Department of Energy (DOE) Consolidated Audit Program (DOECAP) Operations Team developed the DoD/DOE Quality Systems Manual (DoD QSM 5.0). This manual provides baseline requirements for the establishment and management of quality systems for laboratories performing analytical testing services for the DoD and the DOE.

DoD QSM 5.0 is based on Volume 1 of The NELAC Institute (TNI) Standards (September 2009), which incorporates ISO/IEC 17025:2005(E), General requirements for the competence of testing and calibration laboratories. Conformance to the requirements contained in this manual is mandatory for any laboratory that is 1) seeking or maintaining accreditation in accordance with the DoD Environmental Laboratory Accreditation Program (ELAP) or 2) seeking or maintaining qualification in accordance with the DOECAP and DOE related contract awards.

Laboratories that comply with the requirements of this manual must also comply with the TNI standards (September 2009) and ISO/IEC 17025:2005(E) unless superseded by this DoD QSM 5.0

DHL Analytical, Inc. 11.1
2300 Double Creek Drive,
Round Rock, Texas 78664
Solicitation No. IFB ISR0019
Due April 6, 2017 at 2:00 pm

STANDARD OPERATING PROCEDURE QA/QC – Data Validation, Corrective Actions and Document/Data Control	PROCEDURE NO. ADM-QA/QC-01 REVISION NO. 8 PAGE 1 OF 18 EFFECTIVE DATE 10/18/16 SUPERSEDES QA/QC-01 (v7)
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APPROVED BY: Sherri Herschmann
Sherri Herschmann
QA Manager

DATE: 10/18/16

APPROVED BY: Scott Schroeder
Scott Schroeder
Technical Director

DATE: 10/18/16

RECORD OF REVIEW/REVISION

REVIEW CODES

- 0 – REVIEW - No Change Required
- 1 – REVIEW – With Revisions
- 2 – Modification of SOP – With Approvals

<u>REVISION</u> <u>SECTION</u>	<u>REVIEW/REVISION</u> <u>APPROVED BY:</u>	<u>CODE</u>	<u>DATE</u>	<u>DESCRIPTION OF REVISION</u>
ALL	Sherri Herschmann	1,2	10/18/16	2016 Annual SOP Review: No procedural changes needed.
2	Sherri Herschmann	1,2	10/18/16	Update references. The NELAC Institute has removed the links for the TNI Standard on their website.
15	Sherri Herschmann	1,2	10/18/16	Update raw data record storage and retention to 10 years as per the TCEQ Superfund requirements.

DHL ANALYTICAL, INC. ROUND ROCK, TEXAS	PROCEDURE NO. ADM-QA/QC-01
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1. SCOPE, APPLICATIONS AND DEFINITIONS

- 1.1. This procedure describes all review steps of laboratory records and reports that are routinely conducted at DHL Analytical, including how all data generated will be assessed for accuracy, precision, completeness, representativeness, and comparability. This method is also used to ensure that all data and project information is properly managed, handled, and stored for safekeeping.

1.2. DEFINITIONS:

- 1.2.1. Precision: Precision is the measure of the variability of individual sample measurements. Precision is defined by TNI as the degree to which a set of observations or measurements of the same property, obtained under similar conditions, conform to themselves; a data quality indicator. Precision is usually expressed as standard deviation, variance or range, in either absolute or relative terms. Precision is calculated from the results of replicate and duplicate samples. If replicate samples contain identical concentrations of analytes, any variability in the reported results must be due to variability introduced in the sampling, handling, or laboratory procedures. Sample matrix may have a large effect on the precision of the reported results. Field duplicates or splits, lab duplicates, and matrix spike duplicates are used to assess precision. Precision is assessed as relative percent difference (RPD).
- 1.2.2. Accuracy: Accuracy is the measure of the difference between the true sample values and the laboratory reported values. Accuracy is defined by NELAC as the degree of agreement between an observed value and an accepted reference value. Accuracy includes a combination of random error (precision) and systematic error (bias) components which are due to sampling and analytical operations; a data quality indicator. The exact system accuracy will never be known since the true sample values are not accessible: however, evaluation of blanks, standard reference materials, laboratory control samples and samples spiked with verified known amounts of analytes is generally used to establish intra-laboratory or analyst-specific precision and bias or to assess the performance of all or a portion of the measurement system. Acceptable accuracy measures are dependant on the sample matrix. Accuracy is assessed as percent recovery.
- 1.2.3. Representativeness: Representativeness is the degree to which a set of data accurately reproduces the characteristics of the population. The representativeness is assured through the use of proper sampling methods, choosing proper sampling locations and through proper sub-sampling of the sample once it arrives in the laboratory. Sampling protocol and sub-sampling in the laboratory are further discussed in DHL SOP: OTHER-Sample Receipt-01 and OTHER-Sub-Samp-01.
- 1.2.4. Completeness: Completeness is a measure of the amount of data collected, analyzed and validated compared to the amount specified in the sampling plan. This is based on the number of analyses requested from the laboratory compared to the number of valid results received. Ideally this will be 100 percent; however, due to loss of data from sampling and laboratory operations, the actual completeness may be less than the ideal. A goal of at least 90 percent completeness is established as routine acceptance criteria. This control limit may be more stringent for clients requiring a higher level of completeness.

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1.2.5. Comparability: Comparability expresses the confidence which one set of data can be compared to another. This is accomplished through the use of standardized and approved methods of analysis, standard procedures for calculation of results, and reporting in standardized units.

1.2.6. Corrective Action: Nonconforming work or departures from the policies and procedures in the management system or technical operations have been identified.

NOTE: A problem with the management system or with the technical operations of the laboratory may be identified through a variety of activities, such as control of nonconforming work, internal or external audits, management reviews, and feedback from customers and from staff observations.

1.2.7. Controlled Documents: TNI has defined “documents” as regulations, standards, other normative documents, test and/or calibration methods, as well as drawings, software, specifications, instructions and manuals. In this context, documents could be policy statements, procedures, specifications, calibration tables, charts, text books, posters, notices, memoranda, software, drawings, plans, etc. These may be on various media, whether hard copy or electronic, and they may be digital, analog, photographic or written.

1.2.8. DoD-ELAP QSM 5.0 Section 4.2.8.4:

1.2.8.1. Data Review shall be performed on: All quality-related steps in the analytical process, including sample preparation, dilution calculations, chromatography evaluation, and spectral interpretations. The records of data review be maintained and available for external review.

1.2.8.2. Internal data reviews shall consist of a tiered or sequential system of verification, consisting of at least three tiers, 100% review by the analyst, 100% verification review by a technically qualified supervisor or data review specialist, and a final administrative review.

1.2.8.3. The analyst and verification review must include at least the following procedures:

i) Determination of whether the results meet the laboratory-specific quality control criteria;

ii) Checks to determine consistency with project-specific measurement performance criteria (MPCs) if available;

iii) Checks to ensure that the appropriate sample preparatory and analytical SOPs and methods were followed, and that chain-of-custody and holding time requirements were met;

iv) Checks to ensure that all calibration and quality control requirements were met; and

v) Checks for complete and accurate explanations of anomalous results, corrections, and the use of data qualifiers in the case narrative.

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1.2.8.4. The final administrative review shall verify that previous reviews were recorded properly and that the data package is complete.

1.2.8.5. In addition, the quality manager or designee shall review a minimum of 10% of all data packages for technical completeness and accuracy. This review is considered a part of overall data review and does not need to be completed before the data package is issued to the customer.

1.3. DEFINITIONS:

1.3.1. DOD QSM Version 5.0, Section 3.0 – Terms and Definitions

1.3.2. 2009 TNI Standard, Volume 1, Module 2: Quality Systems General Requirements

1.3.2.1. Section 4.3 - Document Control

1.3.2.2. Section 4.11 - Corrective Action

2. SUMMARY OF METHOD AND REFERENCES

2.1. The primary purpose of this procedure is to ensure that all data meets overall objectives of analysis, reporting, and reviewing requirements of the method and project specifications.

2.2. All documents that form the DHL management system (internally generated or from external sources) must be controlled.

2.3. The appropriate authorities (Technical Director(s) and/or QA Manager) shall be designated for implementing corrective action when nonconforming work or departures from the policies and procedures in the management system or technical operations have been identified.

2.4. REFERENCES:

2.4.1. 2009 TNI Standard, Volume 1, Module 2: Quality Systems General Requirements

2.4.1.1. Section 4.3 - Document Control

2.4.1.2. Section 4.11 - Corrective Action

2.4.2. Department of Defense (DOD) Quality Systems Manual (QSM) for Environmental Laboratories, Version 5.0.

<http://www.denix.osd.mil/edqw/home/what-s-new/unassigned/qsm-version-5-0-final/>

3. INTERFERENCES

N/A

4. APPARATUS AND MATERIALS

4.1 Computer

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- 4.2 Omega® LIMS
- 4.3 LabCore™ Paperless Document Management System
- 4.4 Printers
- 4.5 Filing Cabinets
- 4.6 Copy Machine
- 4.7 Red Pen

5. SAMPLE HANDLING AND PRESERVATION

N/A

6. INSTRUMENT PARAMETERS

N/A

7. PREPARATION OF STANDARDS

N/A

8. SAMPLE PREPARATION

N/A

9. CALIBRATION

N/A

10. SAMPLE ANALYSIS

N/A

11. DATA INTERPRETATION AND METHOD PERFORMANCE

11.1. Data Validation

- 11.1.1. After an analysis is conducted, the data must go through a series of steps to insure its validity. These include, but are not limited to:

For a given test, the analyst must ensure that all the method specific QC criteria as defined in Section 12 of the analytical SOPs are met and are within acceptance limits. Examples are:

- method blanks (MB)
- laboratory control samples (LCS/LCSD)
- initial calibration including initial calibration verification (ICV)
- continuing calibration verification (CCV)
- instrument blanks (ICB, CCB)

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- linear calibration verification (LCV)
- interference control samples (ICSA/ICSAB)
- serial dilutions (SD)
- post digestion spikes (PDS)
- sample duplicates (DUP)
- matrix spikes (MS/MSD)
- surrogates
- internal standards
- method validations

11.1.2. All target compounds detected in samples must be positively identified and properly quantified. Each method has the specific criteria for an acceptable value. Here are examples of some of the most frequently utilized criteria:

- proper retention time
- peak shape
- baseline and integration of peak (GC, GC/MS, IC)
- %RSD acceptable and no outlying replicates (Metals)
- retention time + mass spectrum confirmation (GC/MS)
- all samples within linear calibration range
- all dilutions properly calculated and correctly used
- the proper units are assigned to results
- all positive hits are above the MDL or PQL

11.1.3. All electronic documents (PDFs), computer printouts and/or analysis sheets contain the proper information (i.e. sample ID, client, date/time, dilution factor, method, analyst, concentrations, etc.)

11.1.4. All run logs and extraction logs are properly filled out with all pertinent information.

11.1.5. If problems occurred, variance forms are completed. All notes written on raw data must have analysts' initials and the date. Electronic documents will contain a password-protected electronic signature with date/time stamp.

11.1.6. Once the analyst has assured all the criteria as defined in the method specific analytical SOPs have been met, he/she must put together an electronic instrument folder which includes: lab data review checklist, prep batch logs containing all extraction information, LIMS run log, instrument sequence log, daily calibration data, all raw data, and copies of any variance forms.

11.1.7. The analyst may use an Excel template to perform calculations and/or for data import into the LIMS; he/she should fill in all the appropriate information, save the file, and print out a copy or print into PDF. All analytical results should follow rules for significant figures. The report is added to the electronic instrument folder for further review.

11.2. Corrective Actions

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Unacceptable quality control results are documented, and if the evaluation requires cause analysis, the cause and solution are recorded in a Variance Report or a Corrective Action Report. Refer to Section 12 of the test method SOPs for the specific acceptance criteria and corrective actions to follow.

11.2.1. Variance Report

- 11.2.1.1. Analysts routinely implement corrective actions for data with unacceptable QC measures. The analyst is responsible for initiating or recommending corrective actions and ensuring that exceedances of quality control acceptance criteria are documented in the Variance Report Section of the Data Review Checklist.
- 11.2.1.2. The Variance Report shall contain: analyst name, date initiated, test and batch affected, Variance Item - statement of the problem, Reason - cause of variance, Corrective actions implemented, and Impact on the Data.
- 11.2.1.3. The General Manager or QA Manager reviews the Variance Report and suggests improvements, alternative approaches, and procedures where needed. The General Manager or QA Manager (or designee) will approve the Variance Report with signature and date.
- 11.2.1.4. If the data reported are affected adversely by the nonconformance, the variance will be added to the comment section of the data analysis page of the LIMS. The comments are automatically imported into the case narrative of the work order(s) affected by the LIMS.
- 11.2.1.5. This information is transmitted to the client in the case narrative of the final report.

11.2.2. Corrective Action Reports (CAR)

- 11.2.2.1. If the problem is of a severe nature such as systemic and/or reoccurring variances from procedures or policies, the situation will be discussed immediately with the General Manager and/or QA Manager so that they may be involved in the decision making process regarding corrective action. The analyst/department will initiate a CAR in the LIMS in order to document the problem.
- 11.2.2.2. Corrective Action Reports are controlled documents. The format for the CAR shall contain the following information:
 - Statement of the problem
 - Root cause analysis
 - Corrective Action Plan (CAP)
 - CAP Implementation

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- Demonstration of CAP Implementation

- 11.2.2.3. Proposed corrective actions and dates for implementation must be included in the Corrective Action Description section of the CAR.
- 11.2.2.4. If a major problem is found, the General Manager (or designee) shall determine the customers whose reports were affected and contact the customers to immediately notify them of the problem and its effect on their reports. As soon as feasible, a revised report will be issued to the client with the corrected results if applicable. The Client Notification section of the CAR shall be completed.
- 11.2.2.5. Any further action required by QA shall be documented in the Follow up Plan/Schedule section of the CAR.
- 11.2.2.6. The QA Manager, Technical Director and General Manager will verify that the corrective actions performed in the CAR will ensure data quality and will monitor the results to ensure that the corrective actions taken are effective.
- 11.2.2.7. The CAR is complete after the General Manager and QA Manager approves the corrective actions in the approval and closure section of the CAR.
- 11.2.2.8. The discovery of a nonconformance for results that have already been reported to the client must be immediately evaluated for significance of the nonconformance, its acceptability to the client, and determination of the appropriate corrective action.

11.2.3. Document Control

- 11.2.3.1. Document Approval and Issue: All documents issued to personnel in the laboratory as part of the management system shall be reviewed and approved for use by authorized personnel (Technical Director(s) and/or QA Manager) prior to issue.
- 11.2.3.2. Master List: A master list or an equivalent document control procedure identifying the current revision status and distribution of documents in the management system shall be established by the QA Manager and shall be readily available to preclude the use of invalid and/or obsolete documents.
- 11.2.3.3. Authorized editions of appropriate documents are available at all locations where operations essential to the effective functioning of the laboratory are performed. All laboratory personnel have access to the current PDF revision of the quality documents via the DHL intranet.
- 11.2.3.4. Controlled documents are periodically reviewed and, where necessary, revised to ensure continuing suitability and compliance with applicable requirements.

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11.2.3.5. Invalid or obsolete documents are promptly removed from all points of issue or use, or otherwise assured against unintended use. Obsolete documents retained for either legal or knowledge preservation purposes are suitably marked.

11.2.3.6. Controlled documents generated by the laboratory shall be uniquely identified. Such identification shall include the date of issue and/or revision identification, page numbering, and the total number of pages or a mark to signify the end of the document, and the issuing authority (ies).

11.2.3.7. Document Changes: Changes to documents shall be reviewed and approved by the same function that performed the original review unless specifically designated otherwise. The designated personnel shall have access to pertinent background information upon which to base their review and approval.

11.2.3.8. Where practicable, the altered or new text shall be identified in the document or the appropriate attachments. If the laboratory's document control system allows for the amendment of documents by hand pending the re-issue of the documents, the procedures and authorities for such amendments shall be defined.

11.2.3.9. Amendments shall be clearly marked, initialed and dated. A revised document shall be formally re-issued as soon as practicable. Procedures shall be established to describe how changes in documents maintained in computerized systems are made and controlled.

11.2.3.10. Refer to Section 15 for procedural detail on document control.

12. QA/QC AND CORRECTIVE ACTIONS

12.1. Data Review Levels

12.1.1. Log-In Review

- The reviewer compares the client sample IDs on the COC against the client labels on the containers.
- The Work Order Summary form is checked for completeness and accuracy. Be sure to verify the Sample ID (DHL's), Client Sample ID, Collection Date, Date Received, Date Due, Matrix, Test Code and Storage.
- The Invoice is checked for completeness and accuracy. Be sure the pricing is correct for the particular turn around time specified.
- The Sample Receipt Checklist is reviewed for accuracy by reviewing the responses to the questions concerning the condition of the shipment. The reviewer should check the comments and corrective actions for any question checked "NO". Any adjustments to pH should be noted with a comment.
- The reviewer shall check the DHL labels for accuracy and correctness.

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12.1.2. Analytical Data Review

DHL Analytical practices a three-tiered level of analytical data review and reporting.

- The chemist performing the analysis reviews the entire data package (100%), ensuring that all of the data is acceptable and within the guidelines established by the specific method.
- After the chemist has reviewed the data, the laboratory supervisor, senior chemist or QA department staff will review the entire package (100%) using the same criteria as the chemist.
- The General Manager (or designee) will review the work order folder for completeness with the project goals before the data is released.
- Data review checklists are used for each level of review for TCEQ, Corps of Engineer, or other DOD projects.

12.2. The QA Department

The following data review procedures are used at the second level review.

12.2.1. Second Level Log-in Review of the electronic Work Order File

- The reviewer compares the Chain-of-Custody (COC) to verify the LIMS Work Order information by reviewing DHL Analytical Work Order #, client information, analyses requested for each sample against the Work Order Summary Report.
- The initials/date of the primary reviewer from Log-in is verified on the Sample Receipt Checklist.
- The reviewer checks for any questions on the Sample Receipt Checklist marked "NO" and if there are appropriate comments noted.
- Any pH adjustments on the samples must be noted in the comment section.
- The reviewer compares the turn around time (TAT) requested on the COC with the TAT noted in the LIMS for accuracy.
- After the Log-in review is complete, the reviewer enters the date into the LIMS.

12.2.2. Review raw data and reported data, one method (instrument) at a time by verifying all documentation is present and accurate in each instrument folder:

- Analytical Variance Report (if applicable)
- Lab Data Review Checklist
- Prep Batch Report
- Analytical Run Log (LIMS generated)
- Instrument Sequence
- Tune reports (GC/MS and ICP-MS)
- Calibration data

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- Raw data
- EXCEL spreadsheets for data importing or calculations (if applicable)
- Verify that all sample holding times are met
- Manual integrations must have a reason given for the integration and must be signed and dated by the analyst and the reviewer (electronically)

12.2.3. The reviewer should verify the data that has been entered (or uploaded) into the LIMS. The following procedure should be followed:

- View the instrument method run by calling up the data in Data by Run. The analytical runs are located in Data Entry Section of the LIMS.
- Select the run to be reviewed under the Index Section located in the upper left hand section of the analytical run page.
- Verify that the calibration method ID used to process the analytical data (ChromPerfect Chromatogram Report or EnviroQuant Quantitation Report) matches the most current ICAL update. The calibration method ID is located in the Comment field of the Data Entry Screen.
- Verify the Run Start Date, Analyst, Cal Stds, Sample ID #, Test Code, Type (matrix), Level (soil extraction method).
- Review the Batch ID, Prep Date, PF (preparation factor), SpkFac (spike factor), File ID, Analysis Date/Time, Pmoist (percent moisture) and DF (dilution factor).
- Each run imported into the LIMS is assigned with a Sequence Number. Verify that the Blank Reference, Spike Reference and RPD Reference fields have the correct sequence number in order for the QC to pull into the report correctly.
- Verify that the Sig Fig is set on 3 and the MDL SF is set on 2. Verify the Conversion Factor field, which is used when converting units for specific matrices and methods.
- Select the "LINK Sequence QC" button to link the CCV reference to the CCV Sequence #.
- Select the "SINGLE ANALYTE Worksheet" to review
- After this review, the reviewer must select the "VIEW/ EDIT Data" button to enter into the individual sample results. Confirm that the units, raw results, spike amounts, MDLs, and PQLs in the LIMS matches the raw data.
- Review the Qualifier fields (S, J, R, B), %Rec (percent recovery), and RPD (relative percent difference).
- Remove J flags from all QC runs and remove B flags from all analytical runs.
- Add note into the comment section of the analytical to the cause of any result above the MDL in the method blank.
- Assess severity and possible corrective actions including acceptance of the analytical run (See Section 12.3).

12.2.4. This data review process assures data integrity, checks for data entry and calculation errors, and determines if all quality control parameters are within the limits set for the analysis. Recovery criteria for precision and accuracy measurements are presented in each standard operating procedure for the specific analytical method. This review assures that

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all the project specific requirements are met, correct reporting format are used, data relationships are evaluated, historical data is compared, and the final report contains the appropriate QC reports.

- 12.2.5. If the data is acceptable, it is approved for reporting and the report is generated. The General Manager (or designee) is responsible for final review of the report. In the event that a QC parameter is determined to be unacceptable, corrective action will be taken. Refer to Section 12 of each method-specific analytical SOP for QC criteria and corrective action.

12.3. Documentation of Problem Identification, Corrective Actions, and Resumption of Analytical Processing

12.3.1. Problem Identification

- 12.3.1.1. Whenever the quality control goals set for precision or accuracy of data are not achieved, a program of corrective action is initiated. For specific information regarding acceptance criteria and corrective actions, refer to Section 12 of the method specific analytical SOP. The first step in corrective action is identification of the source of the problem. Initial identification responsibility is with the analyst, who will spot most problems during sample analysis.

- 12.3.1.2. The QA Manager and/or General Manager are responsible for identification of problems in which the analyst may have overlooked. The QA Manager and/or General Manager must also initiate the corrective action and review the effectiveness of the action. Corrective action procedures may vary and will be dependant on client/project requirements.

12.3.1.3. Initial Calibration Verification/Continuing Calibration Verification

ICV and CCV: Acceptance limits can be found in the test information section of the LIMS for each analyte under each method. If the recovery is outside the control limits (S flag), the sample results may be biased. A single high non-compliant recovery could be due to sporadic/random error. A case narrative must document such an action.

If the CCV fails, corrective actions should be taken prior to analyzing a second CCV (unless the problem was limited to the standard). Data bracketed by the non-compliant CCV should be re-analyzed unless the problem is limited to the CCV standard alone. If a second CCV is within the requirements, a new initial calibration would not be required.

12.3.1.4. Method Blank (MB)

A method blank must be prepared and analyzed at least once per batch (≤ 20 real samples). The acceptance criterion for the method blank is less than $\frac{1}{2}$ of the reporting limit. It is recommended that the method blank be analyzed after the ICV and before the samples to evaluate the batch sample processes.

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If any “confirmed” hits with concentration higher than ½ of the RL (reporting limits) or 10% of the site action level are detected in the method blank, then the batch of samples will need to be re-prepared and re-analyzed unless with the written permission from the client. A case narrative and the course of actions must be noted and documented.

12.3.1.5. Laboratory Control Spikes (LCS/LCSD) and matrix spikes (MS/MSD)

A LCS must be prepared and analyzed at least one per batch (≤ 20 real samples). A LCSD is analyzed in the event of insufficient sample to perform a MS/MSD or to meet method/client requirements.

- 12.3.2. The acceptance criteria for LCS/LCSD are that the percent recovery must fall within DoD QSM 5.0 Appendix C LCS limits, TCEQ Superfund QAPP LCS limits, or client/project-specific data quality objects and requirements. Otherwise, the corrective actions are to re-analyze LCS and if it fails again, the sample batch needs to be re-prepared and analyzed. A case narrative must be noted and corrective action documented. Refer to Section 12 of each method-specific analytical SOP for QC criteria and corrective action.

12.3.2 Corrective Actions

When a quality control problem is noted, the following steps are taken to identify and correct the problem:

- the appropriate corrective actions per method are employed
- the hard copies of the data are re-examined
- the analyst reanalyzes the sample(s), as appropriate
- if the problem is not resolved by re-analysis, the QA Manager or the General Manager is consulted to provide additional information about rectifying the problem
- if the problem cannot be solved in house, equipment repair contractors, manufacturer's representatives, or outside consultants are contacted as necessary to correct the problem
- all information is documented in a case narrative, which is placed in the associated work order folder and reported to the client
- information on the incident and corrective actions is also noted in the instrument maintenance logbook

12.3.3 External Sources

Corrective actions will be initiated as recommended by external parties, such as state certification agencies, client review, or other persons including employees. These corrective actions may result from systems or performance audits, split samples, or data validation review. Any situations requiring corrective actions will be documented by the

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QA Manager as per the client concerns procedure documented in DHL SOP: ADM-Concerns-01.

12.3.4 Notification of Personnel

The analyst and QA Manager will initially discuss the identification of problems and implementation of corrective actions. If the problem is of a routine nature, the QA Manager will make note of it in the QA Report to the General Manager. If the problem is of a severe nature, the situation will be discussed immediately with the General Manager so that he may be involved in the decision making process regarding corrective action.

13. INSTRUMENT MAINTENANCE

13.1. Instrument maintenance logbooks are controlled documents. Each logbook is used to document daily instrument parameter for trending (such as column pressure for HPLC or IC instruments) and to record all maintenance and repairs. The entry for maintenance and repairs must contain the following information:

- Statement of the problem
- Root cause analysis
- Corrective Action Plan (CAP)
- CAP Implementation
- Demonstration of CAP Implementation

14. HEALTH, SAFETY, AND WASTE DISPOSAL

No particular safety hazards are associated with this method.

15. DOCUMENT/DATA CONTROL

15.1. General Record keeping: The laboratory shall maintain electronic and hard copy records sufficient to recreate each analytical event. The minimum records that DHL Analytical shall keep include:

15.1.1. COC forms, internal custody records, shipping labels, sample login records, and Sample Receipt Checklist Forms for sample receipt are kept in each specific project folder.

15.1.2. Laboratory records for the monitoring of balance calibrations, room and refrigerator/freezer logs, monitoring of conductivity of deionized and Type II water, gas tank logbooks, syringe and thermometer calibrations, etc. shall be recorded in each applicable logbook, assigned with a unique Logbook ID, and maintained in the appropriate laboratory. The QA Manager (or designee) maintains a master list of all logbooks both in use and completed at DHL Analytical.

15.1.3. Raw data, including instrument printouts, bench worksheets and/or chromatograms with compound identification and quantitation reports are placed into each electronic instrument folder.

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- 15.1.4. Data review checklists, once completed are placed into each specific project folder.
- 15.1.5. Variance Reports for analytical performance problems (deviations) are placed into each electronic instrument folder.
- 15.1.6. Other method and project required QC samples and results are kept in each specific project folder.
- 15.1.7. Controlled electronic copies of the Quality Assurance Manual (QAM) and all SOPs are accessible to all personnel via PDF files located on the DHL network server. The DHL QAM and each SOP indicates the effective date, the revision number, and the signature(s) of either the General Manager and/or QA Manager, and the Technical Director(s). Current and historical records of each version of the DHL QAM and SOPs are maintained on file by the QA Department. Any other duplication of a SOP will be considered as an uncontrolled document.
- 15.1.8. Demonstration of Capabilities (DOC), method detection limit studies, and retention time window studies (if applicable): all raw data is kept on file in the laboratory, method detection limit and retention time window (if applicable) studies are kept on file in the QA department. DOCs are kept in the analyst training records.
- 15.1.9. All logbooks are assigned a unique ID number and a master list is maintained by the QA Department. Once complete or outdated, the logbooks shall be kept on file in the appropriate laboratory or maintained on file by the QA Department.
- 15.2. Excel spreadsheets (templates) used for calculating raw data and moving the information to LIMS
 - 15.2.1. Version Control
 - 15.2.1.1. All current Excel spreadsheet templates will be designated with a version number at the end of the file name ("Method/Test" Template-R1.xls).
 - 15.2.1.2. Any future modifications made to active Excel templates will be saved with a next sequential version number (-R1, -R2, etc.)
 - 15.2.1.3. Original and obsolete templates will be moved to an archive folder on the DHL network (X:\IC\00 ARCHIVED TEMPLATES\ or other designated folder)
 - 15.2.1.4. Each revision change will be documented on the master list (Section 15.2.3).
 - 15.2.2. Document Password Protection
 - 15.2.2.1. All Excel templates must be password protected as read-only documents in order to prevent any alterations of formulas.
 - 15.2.2.2. All calculation fields must be locked in order prevent any alterations of formulas used for calculating raw data and importing that information to the LIMS.

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15.2.3. Master List of Excel Templates

15.2.3.1. A Master List of Excel templates contains the following information:

- File name
- Network location (path)
- Start/End Date
- Revision Number

15.2.3.2. The master list of Excel templates will be updated with each revision change.

15.3. Document Handling

15.3.1. The employee performing sample log-in is responsible for initiating a work order file for each batch of samples on delivery to the laboratory. Refer to DHL SOP: Other-Sample Receipt-01, for sample log-in procedures. The following procedures are implemented as part of the document control/handling process:

- A project file is labeled with the DHL Analytical work order number and client name.
- The Chain-of-Custody, Sample Receipt Checklist sheet, and any shipping container documentation is placed in the file.
- All information relating to a client work order that is entered into the LIMS is backed-up onto the DHL server on tape drives and preserved for a period of 10 years as required by the TCEQ Superfund QAPP.
- On completion of each task, all paperwork and forms generated for the project including emails are transferred to this work order file.
- Examples of the emails that shall be included in this work order file are project requirements, sample kit requests, and all communication concerning sample information at log-in.
- All log entries and paperwork are completed in waterproof black ink, with any corrections marked out with a single line, initialed, and dated; and any unused portion of a page is "Z"ed out.
- Upon completion of the three-tiered review stages, the QA Department faxes or emails a copy of the report to the client.
- An official invoice, a final copy of the signed report, with the original Chain-of-Custody are mailed to the client. The work order folder, with a full copy of the report (including Sub-out results) and raw data (if applicable), is kept on file in the data processing room for a period of one fiscal year, filed by work order number.
- At the end of the fiscal year, the project folders are placed into file boxes and placed into an on-site secure storage area for a period of 10 years as per the TCEQ Superfund QAPP requirements. This storage area is a metal unit that contains metal filing cabinets to protect the hard copy reports and files from fire and/or explosive conditions.

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15.4. Amendments to Quality Documents and Data Records:

15.4.1. Raw Data Records:

- 15.4.1.1. Paper Documents: Changes to hard-copy raw data records shall be clearly marked with a single line strike-through, initialed and dated in permanent ink. The amendments shall be reviewed, approved, initialed and dated by the Technical Director, QA Manager, QA Specialist or designated personnel.
- 15.4.1.2. Electronic Documents: Changes to electronic raw data records shall be marked utilizing the edit functions of the PDF software. The amendments shall contain either a password-protected electronic signature/date or a stamp annotation with the name, date, and time.
- 15.4.1.3. When minor revisions to quality documents such as the DHL QAM or SOPs are necessary, the corrections are made by a strike-through, initialed and dated. This type of revision must be documented on the cover page of the QAM or SOP and appropriate signatures of the QA Manager or Technical Director must be included.
- 15.4.1.4. When quality documents require revisions, the QA Manager or designee will be responsible for making these changes in the system. Quality documents are maintained on the DHL Analytical network server in the appropriate sub-directory.
- 15.4.1.5. A revised document shall be formally re-issued as soon as practicable and all previous versions shall be designated as obsolete.

15.5. Obsolete Quality Documents:

- 15.5.1. Invalid or obsolete quality documents are promptly removed from all points of issue or use, or otherwise assured against unintended use.
 - 15.5.1.1. All invalid and obsolete quality documents shall be removed from the DHL intranet to ensure that the laboratory personnel have access to the most current approved revision.
 - 15.5.1.2. Electronic copies of obsolete documents shall be removed from the "CURRENT" folder and moved to an "ARCHIVES" subfolder on the DHL network.
 - 15.5.1.3. Obsolete documents that are in hard-copy format will be archived in the QA office.
 - 15.5.1.4. When the obsolete quality documents are removed from the QA office for archival purposes, the documents are placed into file boxes and placed into an on-site secure storage area for a period of 10 years as per the TCEQ Superfund QAPP requirements. This storage area is a metal unit that contains

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metal filing cabinets to protect the hard copy reports and files from fire and/or explosive conditions.

15.5.2. Obsolete documents retained for either legal or knowledge preservation purposes are suitably marked.

15.5.2.1. The electronic copy (PDF) of the controlled quality document shall be marked as "OBSOLETE/ARCHIVED" by the use of a water mark.

15.5.2.2. The cover page with the water mark will be printed and stored with the original hard copy in the QA office.

15.6. Data Records Storage - Refer to DHL SOP: ADM-Data Backup-01, for Electronic Data Backup and Storage procedures.

15.6.1. DHL Analytical maintains project data files for a period of 10 years as per the TCEQ Superfund QAPP requirements, or longer depending on the project requirements. The files contain all related prep logs, analysis and run logs, chromatograms, chain of custody records, computer printouts, copies of corrective actions, copies of the final report and any other related information to the project. These files are stored in chronological order by DHL Analytical work order number for ease of retrieval. There is also a logbook that contains when and what data records are added, removed, or accessed from the storage area and by whom.

15.6.2. DHL Analytical shall maintain magnetic media on tape or disk for the same time period as the project data files. All records shall be stored in a secured, limited access storage area to protect the records from fire and/or explosive conditions. In the event that DHL Analytical, Inc. goes out of business, the records shall be maintained for the 10 year holding period by our attorneys before being destroyed.

15.6.3. Records are disposed of according to applicable regulation, client request, or after ten years.

11.2

DHL Analytical, Inc.
2300 Double Creek Drive,
Round Rock, Texas 78664
Solicitation No. IFB ISR0019
Due April 6, 2017 at 2:00 pm

STANDARD OPERATING PROCEDURE

**QA/QC – Data Reporting, Data Package
Assembly and Shipment**

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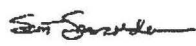
APPROVED BY:



Sherri Herschmann
QA Manager

DATE: 10/24/15

APPROVED BY:



Scott Schroeder
Technical Director

DATE: 10/24/15

RECORD OF REVIEW/REVISION

REVIEW CODES

- 0 – REVIEW - No Change Required
- 1 – REVIEW – With Revisions
- 2 – Modification of SOP – With Approvals

<u>REVISION SECTION</u>	<u>REVIEW/REVISION APPROVED BY:</u>	<u>CODE</u>	<u>DATE</u>	<u>DESCRIPTION OF REVISION</u>
ALL	Sherri Herschmann	1,2	10/24/15	DoD-ELAP Audit Finding: Update to DoD QSM 5.0.

2016 Annual SOP Review by Angie O'Donnell and Carlos Castro - No SOP changes.

REVIEWED/APPROVED

By Sherri Herschmann at 7:43:17 AM 10/26/2016

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1. SCOPE, APPLICATIONS, AND DEFINITIONS

1.1. This SOP presents the requirements for the documentation of data and data quality to the client in the final report. The requirements set forth in this SOP apply to how reviewed data is assembled, who is responsible, the minimum requirements or information the final report shall contain, and electronic delivery of the final report to the client.

1.2. DEFINITIONS

1.2.1. Department of Defense (DOD) Quality Systems Manual (QSM) for Environmental Laboratories, Version 5.0, Section 3.0 – Terms and Definitions

2. SUMMARY OF METHOD AND REFERENCES

2.1. The following SOP is used in conjunction with DHL SOP: ADM-QA/QC-01 – Data Validation, Corrective Actions and Document/Data Control.

2.2. After the raw analytical data has been subjected to the review process as defined in ADM-QA/QC-01, it is ready for the generation and assembly of one of the five types of final reports as specified by the client.

2.3. REFERENCES

2.3.1. Department of Defense (DOD) Quality Systems Manual (QSM) for Environmental Laboratories, Version 5.0, APPENDIX A – REPORTING REQUIREMENTS

<http://www.denix.osd.mil/edqw/upload/QSM-Version-5-0-FINAL.pdf>

3. INTERFERENCES

N/A

4. APPARATUS AND MATERIALS

- 4.1. Computer
- 4.2. DHL Laboratory Information Management System (LIMS)
- 4.3. LabCore™ Paperless Document Management System
- 4.4. Filing Cabinets
- 4.5. Copy Machine (Print and scanning capabilities)
- 4.6. DHL Project Work Order Files / Electronic Instrument Files

5. SAMPLE HANDLING AND PRESERVATION

N/A

6. INSTRUMENT PARAMETERS

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N/A

7. PREPARATION OF STANDARDS

N/A

8. SAMPLE PREPARATION

N/A

9. CALIBRATION

N/A

10. SAMPLE ANALYSIS

N/A

11. DATA INTERPRETATION AND METHOD PERFORMANCE

N/A

12. QA/QC AND CORRECTIVE ACTIONS

12.1 After the Level I and Level II technical review of the data is completed as defined in DHL SOP: ADM-QA/QC-01, the preparation of the final report may begin. Sub-contracted generated data is included after the review process. All data must have been thoroughly reviewed for its technical validity prior to final report generation.

12.2 Final data reports shall consist of a completed work order in its entirety. Partial data reports are only generated and sent by client request.

12.3 There are six types of final reports generated and they are the STD, STD MDL, STD Outfall, NELAC, TRRP and TRRP-EXT reports. Additionally, there are report formats for TRRP DOD and NELAC DOD.

12.4 The final data reports shall be uniform for the type of report requested. For the final data package assembly, a member of the QA/QC Department shall assemble the data package in its entirety. The analytical data packages shall include (at minimum):

12.4.1 Cover page which includes:

- Report Date
- Laboratory name, address, phone number, fax number, and website
- Laboratory work order number
- Client name, address, phone number, fax number, contact person(s) and project name
- Statement of number of samples with date received

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- Signature of General Manager, QA Manager, or Technical Director
- State of Texas Laboratory Certification Number

- 12.4.2 Table of Contents which gives the page numbers for each section of the report.
- 12.4.3 Chain of Custody (COC) which includes the requested analyses along with the sample IDs, date and time of collection, etc.
- 12.4.4 A label from the shipment (FedEx, LoneStar, or any other shipping company) is included in the report for only NELAC, TRRP and DOD reports. The custody seals that were used for the samples are also included for only NELAC, TRRP and DOD reports. This label will not be applicable if the samples are hand delivered.
- 12.4.5 Sample Receipt Checklist which includes documentation of:
- condition of the shipping container/cooler
 - condition of the sample containers (lack of/extra/broken)
 - custody seals intact
 - errors on the COC (signatures, sample labels)
 - improper sample preservation
 - sufficient sample volume/proper sample container for indicated tests
 - samples received within holding time
 - container/sample temperature within compliance
 - pH checked and adjusted
 - Comments Section which documents any discussion with the customer and corrective actions taken.
- 12.4.6 Laboratory Review Checklist (LRC) and Data Signature Page (RG 366 TRRP-13 May 2010) is only used in TRRP and TRRP-DOD reports. The LRC checklist is for the exception reports (ER) noted in the case narrative of TRRP and TRRP DOD reports if recoveries and/or the precision of the requested analyses do not meet the laboratory acceptance criteria. The signature page summarizes what the TRRP and TRRP DOD report consists of and is signed by the General/QA Manager to ensure integrity of the data package. TRRP DOD reports are to include RG 366 TRRP-13 May 2010 Laboratory Signature Page.
- 12.4.7 Laboratory Review Checklist (LRC) and Data Signature Page (RG 366 TRRP-13 December 2002) is only used in NELAC DOD reports. This checklist is for the exception reports (ER) noted in the case narrative of NELAC DOD reports if recoveries and/or the precision of the requested analyses do not meet the laboratory acceptance criteria. NELAC DOD reports are to include RG 366 TRRP-13 December 2002 Laboratory Signature Page.
- 12.4.8 Refer to Section 16 – Appendix for the 2002 and 2010 LRC and Signature Page
- 12.4.9 For TRRP DOD and TRRP formatted reports a Demonstration Capability Studies report is to be included for each applicable parameter analyzed, The DCS is to reflect the instrument and matrix used for each sample.

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12.4.10 Case Narrative which includes but is not limited to the following:

- 12.4.10.1 Methods References for all sample analyses.
- 12.4.10.2 Any quality control or analytical problems encountered during sample analyses such as:
 - Problems with the samples upon arrival at DHL Analytical and corrective actions taken (broken containers, missing fields on the Chain of Custody, labels not matching Chain of Custody, etc.) as described on the Sample Receipt Checklist
 - Out of control QC results (surrogate recoveries, internal standard recoveries, matrix spikes, laboratory control standard spikes, method blanks, initial calibration verification standards, and continuing calibration standards, serial dilutions, post digestion spikes, sample duplicates, etc.)
 - Detection limits elevated due to sample matrix
 - Missed hold times
 - Description of the impact QC failures will have on project
 - Any deviances from method and/or project specific requirements
 - Client Communication Logs (email and telephone logs-DOD projects only)
- 12.4.10.3 For TRRP DOD and NELAC DOD projects, all manual integrations (MI) shall be included in the case narrative. The case narrative shall include all the samples and standards that required MI and which analytes were integrated.
- 12.4.10.4 Out of control QC results for the initial calibration verification standards and continuing calibration verification standards are not discussed in the case narratives for STD, STD MDL, and STD Outfall reports since these results are not included in the QC Summary Report.
- 12.4.10.5 For dual column analysis TRRP DOD and NELAC DOD (DOD projects), report the higher of two confirmed results unless overlapping peaks are causing erroneously high results, then report the non-affected result and document in the case narrative.
- 12.4.10.6 For DOD projects, all client communication shall be summarized and included in the case narrative. This includes client email and telephone logs of all conversations with the client. These documents are included in the Project and/or client folder as part of the Administrative records which are filed in the QA office.
- 12.4.11 Work Order Sample Summary, which is included in STD Outfall, NELAC, TRRP, TRRP DOD and NELAC DOD reports. This summarizes the laboratory and client sample IDs along with the date the samples were collected and the date the samples were received at DHL Analytical, Inc.

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- 12.4.12 Preparation Dates Report, which is included in STD Outfall, NELAC, TRRP, TRRP DOD and NELAC DOD reports. This notes the dates the samples were prepared for the requested analyses (with their test number) along with the batch in which they were prepared. The date of collection and matrix of the samples are also present in this report.
- 12.4.13 Analytical Dates Report, which is included in STD Outfall, NELAC, TRRP, TRRP DOD and NELAC DOD reports. This notes the dates the samples were analyzed for the requested analyses listed (with their test number) along with the batch in which they were prepared. The matrix of the samples, instrument run ID, and dilution are also present in this report.
- 12.4.14 Sample Results, which includes any sub-contracted work results. The sample results for all the reports include the client name, client and laboratory sample ID, collection date and time of the sample, project name, laboratory work order number, matrix, analyses, result, qualifier for necessary flag(s), units, dilution factor, and the date the sample was analyzed. The STD and STD Outfall reports only include the sample result with the reporting limit (RL) for the analysis. The STD MDL report includes the sample result with the RL for the analysis along with a "J" flag if the sample result is detected above the method detection limit (MDL), but below the RL. NELAC and TRRP reports include the sample result with the sample detection limit (SDL) and RL for the analysis along with a "J" flag if the sample result is detected above the SDL, but below the RL.
- 12.4.15 QC Summary Report, which includes the method blank, matrix spikes, laboratory control standard spikes. The TRRP, NELAC, TRRP DOD and NELAC DOD reports also include the initial calibration verification standards, continuing calibration verification standards, serial dilutions, and post digestion spikes.
- 12.4.16 Other optional reports that are included with the client's report if requested are a holding time report, TCLP/SPLP preparation dates report, surrogate report, and sequence report.
- 12.4.17 MQL Summary Report, which is present in only TRRP and TRRP DOD reports. This includes the MDL and MQL of the method blank for the requested analyses.
- 12.4.18 The final data packages shall be assembled in the order presented below:
- Cover Page
 - Table of Contents
 - Chain-Of-Custody
 - Shipment Label and/or Custody Seal(s) (NELAC, TRRP, TRRP DOD and NELAC DOD Report)
 - Sample Receipt Checklist
 - Laboratory Data Package Signature Page (TRRP, TRRP DOD Report)
 - Laboratory Review Checklist (TRRP, TRRP DOD Report)
 - Demonstration of Capabilities Study (TRRP and TRRP DOD Report)
 - Manual Integrations (TRRP DOD and NELAC DOD only)
 - Case Narrative

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- Work Order Sample Summary (STD Outfall, NELAC, TRRP, TRRP DOD and NELAC DOD Report)
- Preparation Dates Report (STD Outfall, NELAC, TRRP Report, TRRP DOD and NELAC DOD)
- Analytical Dates Report (STD Outfall, NELAC, TRRP, TRRP DOD and NELAC DOD Report)
- Sample Results (STD Outfall, NELAC, TRRP, TRRP DOD and NELAC DOD Report)
- QC Summary Report (STD Outfall, NELAC, TRRP, TRRP DOD and NELAC DOD Report)
- Sequence Report (TRRP-EXT Report, NELAC DOD and TRRP DOD)
- MQL Summary Report (TRRP Report)
- Client Communication Logs (email and telephone logs-DOD projects only)

12.5 Reporting Requirements for DOD projects:

12.5.1 In the absence of client specified reporting criteria, the reporting requirements outlined in Appendix A of DoD-ELAP QSM 5.0 shall be used for data reports/data packages from the laboratory.

12.5.2 Laboratories must have a written procedure for communicating with the customer for the purpose of establishing project-specific data reporting requirements, including 1) conventions for reporting results below the LOQ and 2) specification for the use of data qualifiers. The basis for the use of all data qualifiers must be adequately explained in the test report.

12.5.3 Refer to Section 16 of this SOP for the DOD reporting requirements.

12.6 The assembled data package is now ready for review by the QA Manager, General Manager or the Project Manager.

12.7 Level III Data Review

The assembled data package is now ready for the final review. The reviewer does an overall review checking the data pages and QC summaries with the Case Narrative. If any QC discrepancies are encountered, the reviewer checks to see that they are noted in the Case Narrative. This is documented in the checklist for TRRP reports.

12.8 Level IV Data Review

If required by the project or as specified by DOD, a 4th review is performed at a 10% frequency. This review assures that all components of the data package are present and it is performed by the General Manager, QA Manager or Technical Director.

12.9 Data Delivery

After the assembled data package has had its final review and the QA Manager or Laboratory Manager has electronically signed the final report/data package, then it is sent electronically (PDF) to the

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client(s) via email. All electronic client reports/data packages are archived in LabCore for storage. The client email will document to whom and when the report was delivered. The email can be retrieved and utilized for tracking purposes.

12.10 Quality Assurance/Quality Control

12.10.1 The Laboratory Information Management System (LIMS) for report generation must be controlled using user ID and file password protection.

12.10.2 The laboratory shall retain an electronic copy of the final report in LabCore for ten years or longer if required by contract.

13. INSTRUMENT MAINTENANCE

N/A

14. HEALTH, SAFETY, AND WASTE DISPOSAL

14.1. No particular safety hazards other than paper cuts are associated with this method. Use common sense when filing reports.

15. DOCUMENT CONTROL

15.1. General Record keeping

The laboratory shall maintain electronic and hardcopy records sufficient to recreate each analytical event. The minimum records that DHL Analytical shall keep include:

- 15.1.1. COC forms, internal custody records, shipping labels, sample login records, and Sample Receipt Checklist Forms for sample receipt are kept in each specific project folder.
- 15.1.2. Raw data, including instrument printouts, bench worksheets and/or chromatograms with compound identification and quantitation reports are placed into each instrument folder.
- 15.1.3. Data review checklists, once completed are placed into each specific project folder.
- 15.1.4. Variance Reports for analytical performance problems (deviations) are placed into each instrument folder.
- 15.1.5. Other method and project required QC samples and results are kept in each specific project folder.

15.2. Document Handling

15.2.1. The employee performing sample log-in is responsible for initiating a work order file for each batch of samples on delivery to the laboratory. Refer to DHL SOP: Other-Sample Receipt-01, for sample log-in procedures. The following procedures are implemented as part of the document control/handling process:

- a project file is labeled with the DHL Analytical work order number and client name

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- the chain-of-custody, Sample Receipt Checklist sheet, and any shipping container documentation is placed in the file and an electronic copy is scanned by Log-In for LabCore storage
- all information relating to a client work order that is entered into the LIMS is backed-up onto CD-ROMs and preserved for a minimum of 5 years or up to 10 years as indicated by the project-specific QAPP requirements
- on completion of each task all paperwork and forms generated for the project including emails are transferred to this work order file
- examples of the emails that shall be included in this work order file are project requirements, sample kit requests, and communication concerning sample information at log-in
- all log entries and paperwork are completed in waterproof black ink, with any corrections marked out with a single line, initialed, and dated; and any unused portion of a page is "Z"ed out
- upon completion of the three-tiered review stages, the QA Department faxes or emails an electronic copy (PDF) of the signed report/data package to the client
- an official invoice are emailed or mailed to the client by the ADMIN staff
- the work order folder, including Sub-contract hard-copy results, and all additional project-specific miscellaneous paper documents (if applicable), are kept on file in the data processing room for a period of one fiscal year, filed by work order number. Electronic copies will be archived in LabCore for storage.
- at the end of three fiscal years, the project folders are placed into file boxes and placed into an on-site secure storage area for a period of at least five years or up to ten years depending on the project-specific QAPP guidelines
- this storage area is a metal unit that contains metal filing cabinets to protect the work order folders and files from fire and/or explosive conditions

15.3. Data Records Storage - Refer to DHL SOP: ADM-Data Backup-01, for Electronic Data Backup and Storage procedures.

15.3.1. DHL Analytical maintains project data files for a minimum of five years, or longer depending on the project requirements. The files contain all related prep logs, analysis and run logs, chromatograms, chain of custody records, computer printouts, copies of corrective actions, copies of the final report and any other related information to the project. These files are stored in chronological order by DHL Analytical work order number for ease of retrieval. There is also a logbook that contains when and what data records are added, removed, or accessed from the storage area and by whom.

15.3.2. DHL Analytical shall maintain magnetic media on tape or disk for the same time period as the project data files. All records shall be stored in a secured, limited access storage area to protect the records from fire and/or explosive conditions.

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15.3.3. In the event that DHL Analytical, Inc. goes out of business, the records shall be maintained for the 10 year holding period by our attorneys before being destroyed.

15.3.4. Records are disposed of according to applicable regulation, client request, or after ten years.

16. APPENDIX

16.1. TRRP Checklist: Laboratory Review Checklist (LRC): 2010 Version RG-366/TRRP-13 May 2010 - TRRP and TRRP DOD reports

16.2. DOD QSM 5.0 – Appendix A: SW-846 Reporting Requirements

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Laboratory Review Checklist: Reportable Data							
Project Name:		Date:					
Reviewer Name:		Laboratory Work Order:					
Prep Batch Number(s): See Prep Dates Report		Run Batch: See Analytical Dates Report					
#1	A ²	Description	Yes	No	NA ³	NR ⁴	ER# ⁵
R1	OI	Chain-of-Custody (C-O-C)					
		1) Did samples meet the laboratory's standard conditions of sample acceptability upon receipt?	X				R1-01
		2) Were all departures from standard conditions described in an exception report?			X		
R2	OI	Sample and Quality Control (QC) Identification					
		1) Are all field sample ID numbers cross-referenced to the laboratory ID numbers?	X				
		2) Are all laboratory ID numbers cross-referenced to the corresponding QC data?	X				
R3	OI	Test Reports					
		1) Were all samples prepared and analyzed within holding times?	X				
		2) Other than those results < MQL, were all other raw values bracketed by calibration standards?	X				
		3) Were calculations checked by a peer or supervisor?	X				
		4) Were all analyte identifications checked by a peer or supervisor?	X				
		5) Were sample detection limits reported for all analytes not detected?	X				
		6) Were all results for soil and sediment samples reported on a dry weight basis?	X				
		7) Were % moisture (or solids) reported for all soil and sediment samples?	X				
		8) Were bulk soils/solids samples for volatile analysis extracted with methanol per EPA Method 5035?			X		
		9) If required for the project, TICs reported?			X		
R4	O	Surrogate Recovery Data					
		1) Were surrogates added prior to extraction?	X				
		2) Were surrogate percent recoveries in all samples within the laboratory QC limits?	X				
R5	OI	Test Reports/Summary Forms for Blank Samples					
		1) Were appropriate type(s) of blanks analyzed?	X				
		2) Were blanks analyzed at the appropriate frequency?	X				
		3) Where method blanks taken through the entire analytical process, including preparation and, if applicable, cleanup procedures?	X				
		4) Were blank concentrations < MQL?	X				
R6	OI	Laboratory Control Samples (LCS):					
		1) Were all COCs included in the LCS?	X				
		2) Was each LCS taken through the entire analytical procedure, including prep and cleanup steps?	X				
		3) Were LCSs analyzed at the required frequency?	X				
		4) Were LCS (and LCSD, if applicable) %Rs within the laboratory QC limits?	X				
		5) Does the detectability data document the laboratory's capability to detect the COCs at the MDL used to calculate the SDLs?	X				
		6) Was the LCSD RPD within QC limits (if applicable)?	X				
R7	OI	Matrix Spike (MS) and Matrix Spike Duplicate (MSD) Data					
		1) Were the project/method specified analytes included in the MS and MSD?	X				
		2) Were MS/MSD analyzed at the appropriate frequency?	X				
		3) Were MS (and MSD, if applicable) %Rs within the laboratory QC limits?	X				
		4) Were MS/MSD RPDs within laboratory QC limits?	X				
R8	OI	Analytical Duplicate Data					
		1) Were appropriate analytical duplicates analyzed for each matrix?	X				
		2) Were analytical duplicates analyzed at the appropriate frequency?	X				
		3) Were RPDs or relative standard deviations within the laboratory QC limits?	X				
R9	OI	Method Quantitation Limits (MQLs):					
		1) Are the MQLs for each method analyte included in the laboratory data package?	X				
		2) Do the MQLs correspond to the concentration of the lowest non-zero calibration standard?	X				
		3) Are unadjusted MQLs and DCSs included in the laboratory data package?	X				
R10	OI	Other Problems/Anomalies					
		1) Are all known problems/anomalies/special conditions noted in this LRC and ER?	X				
		2) Was applicable and available technology used to lower the SDL to minimize the matrix interference affects on the sample results?	X				
		3) Is the laboratory NELAC-accredited under the Texas Laboratory Accreditation Program for the analytes, matrices and methods associated with this laboratory data package?	X				

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DHL Analytical, Inc.									
Laboratory Review Checklist (continued): Supporting Data									
Project Name:					Date:				
Reviewer Name:					Laboratory Work Order:				
#1	A ²	Description	Yes	No	NA ³	NR ⁴	ER ⁵		
S1	OI	Initial Calibration (ICAL)							
		1) Were response factors and/or relative response factors for each analyte within QC limits?	X						
		2) Were percent RSDs or correlation coefficient criteria met?	X						
		3) Was the number of standards recommended in the method used for all analytes?	X						
		4) Were all points generated between the lowest and highest standard used to calculate the curve?	X						
		5) Are ICAL data available for all instruments used?	X						
		6) Has the initial calibration curve been verified using an appropriate second source standard?	X						
S2	OI	Initial and Continuing calibration Verification (ICCV and CCV) and Continuing Calibration blank (CCB):							
		1) Was the CCV analyzed at the method-required frequency?	X						
		2) Were percent differences for each analyte within the method-required QC limits?	X						
		3) Was the ICAL curve verified for each analyte?	X						
		4) Was the absolute value of the analyte concentration in the inorganic CCB < MDL?	X						
S3	O	Mass Spectral Tuning:							
		1) Was the appropriate compound for the method used for tuning?	X						
		2) Were ion abundance data within the method-required QC limits?	X						
S4	O	Internal Standards (IS):							
		1) Were IS area counts and retention times within the method-required QC limits?	X						
S5	OI	Raw Data (NELAC Section 5.5.10)							
		1) Were the raw data (for example, chromatograms, spectral data) reviewed by an analyst?	X						
		2) Were data associated with manual integrations flagged on the raw data?	X						
S6	O	Dual Column Confirmation							
		1) Did dual column confirmation results meet the method-required QC?			X				
S7	O	Tentatively Identified Compounds (TICs):							
		1) If TICs were requested, were the mass spectra and TIC data subject to appropriate checks?			X				
S8	I	Interference Check Sample (ICS) Results:							
		1) Were percent recoveries within method QC limits?	X						
S9	I	Serial Dilutions, Post Digestion Spikes, and Method of Standard Additions							
		1) Were percent differences, recoveries, and the linearity within the QC limits specified in the method?	X						
S10	OI	Method Detection Limit (MDL) Studies							
		1) Was a MDL study performed for each reported analyte?	X						
		2) Is the MDL either adjusted or supported by the analysis of DCSs?	X						
S11	OI	Proficiency Test Reports:							
		1) Was the lab's performance acceptable on the applicable proficiency tests or evaluation studies?	X						
S12	OI	Standards Documentation							
		1) Are all standards used in the analyses NIST-traceable or obtained from other appropriate sources?	X						
S13	OI	Compound/Analyte Identification Procedures							
		1) Are the procedures for compound/analyte identification documented?	X						
S14	OI	Demonstration of Analyst Competency (DOC)							
		1) Was DOC conducted consistent with NELAC Chapter 5 – Appendix C?	X						
		2) Is documentation of the analyst's competency up-to-date and on file?	X						
S15	OI	Verification/Validation Documentation for Methods (NELAC Chapter 5)							
		1) Are all the methods used to generate the data documented, verified, and validated, where applicable?	X						
S16	OI	Laboratory Standard Operating Procedures (SOPs):							
		1) Are laboratory SOPs current and on file for each method performed?	X						

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Laboratory Data Package Signature Page – RG-366/TRRP-13

This data package consists of:

This signature page, the laboratory review checklist, and the following reportable data:

- R1 Field chain-of-custody documentation;
- R2 Sample identification cross-reference;
- R3 Test reports (analytical data sheets) for each environmental sample that includes:
 - a) Items consistent with NELAC Chapter 5,
 - b) dilution factors,
 - c) preparation methods,
 - d) cleanup methods, and
 - e) if required for the project, tentatively identified compounds (TICs).
- R4 Surrogate recovery data including:
 - a) Calculated recovery (%R), and
 - b) The laboratory's surrogate QC limits.
- R5 Test reports/summary forms for blank samples;
- R6 Test reports/summary forms for laboratory control samples (LCSs) including:
 - a) LCS spiking amounts,
 - b) Calculated %R for each analyte, and
 - c) The laboratory's LCS QC limits.
- R7 Test reports for project matrix spike/matrix spike duplicates (MS/MSDs) including:
 - a) Samples associated with the MS/MSD clearly identified,
 - b) MS/MSD spiking amounts,
 - c) Concentration of each MS/MSD analyte measured in the parent and spiked samples,
 - d) Calculated %Rs and relative percent differences (RPDs), and
 - e) The laboratory's MS/MSD QC limits.
- R8 Laboratory analytical duplicate (if applicable) recovery and precision:
 - a) The amount of analyte measured in the duplicate,
 - b) The calculated RPD, and
 - c) The laboratory's QC limits for analytical duplicates.
- R9 List of method quantitation limits (MQLs) and detectability check sample results (DCS) for each analyte for each method and matrix;
- R10 Other problems or anomalies.

The Exception Report for every "No" or "Not Reviewed (NR)" item in Laboratory Review checklist and for each analyte, matrix, and method for which the laboratory does not hold NELAC accreditation under the Texas Laboratory Accreditation Program.

Release Statement: I am responsible for the release of this laboratory data package. This laboratory is NELAC accredited under the Texas Laboratory Accreditation Program for all the methods, analytes, and matrices reported in this data package except as noted in the Exception Reports. The data have been reviewed and are technically compliant with the requirements of the methods used, except where noted by the laboratory in the Exception Reports. By my signature below, I affirm to the best of my knowledge that all problems/anomalies observed by the laboratory have been identified in the Laboratory Review Checklist, and no information or data affecting the quality of the data has been knowingly withheld.

This laboratory was last inspected by TCEQ on June 1-5, 2015. Any findings affecting the data in this laboratory data package are noted in the Exception Reports herein. The official signing the cover page of the report in which these data are used is responsible for releasing this data package and is by signature affirming the above release statement is true.

John DuPont – General Manager

Scott Schroeder – Technical Director

Signature

Date

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DOD QSM 5.0 - Appendix A: SW-846 Reporting Requirements

In the absence of client specified reporting criteria, the reporting requirements outlined below shall be used for hard-copy data reports from the laboratory. They are divided into mandatory requirements for all printed data reports, and optional requirements. Optional reporting requirements are those that may be required by a specific project, depending upon the needs of the project. The following elements are required: cover sheet, table of contents, case narrative, analytical results, sample management records, and QA/QC information. Information for third-party review may be required depending on project-specific requirements or the method being used. The requirements below do not dictate what records the laboratory should maintain.

1. Cover Sheet. The cover sheet shall specify the following information:
 - Title of report (i.e., test report, test certificate)
 - Name and location of laboratory (to include a point of contact, phone and facsimile numbers)
 - Name and location of any subcontractor laboratories, and appropriate test method performed
 - Contract number
 - Unique identification of the report (such as serial number)
 - Client name and address
 - Project name and site location
 - Statement of data authenticity and official signature and title of person authorizing report release
 - Amendments to previously released reports that clearly identify the serial number for the previous report and state the reason(s) for reissuance of the report
 - Total number of pages
2. Table of Contents. Laboratory data packages should be organized in a format that allows for easy identification and retrieval of information. An index or table of contents shall be included for this purpose.
3. Case Narrative. A case narrative shall be included in each report. The purpose of the case narrative is to:
 - Describe any abnormalities and deviations that may affect the analytical results, and
 - Summarize any issues in the data package that need to be highlighted for the data user to help them assess the usability of the data; and
 - Provide a summary of samples included in the report with the methods employed in order to assist the user in interpretation.
 - (DOD projects only) SOW identifications and dates signed. Bottle kit requests and shipping labels with dates requested. Client Communication Logs (email and telephone logs).

The case narrative shall provide (Information need not be repeated if noted elsewhere in the data package):

- A table(s) summarizing samples received, providing a correlation between field sample numbers and laboratory sample numbers, and identifying which analytical test methods were performed. If multiple laboratories performed analyses, the name and location of each laboratory should be associated with each sample;
- A list of samples that were received but not analyzed;
- Date of samples received;
- Sample preservation or condition of receipt;
- A description of extractions or analyses that are performed out of holding times;

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- A definition of all data qualifiers or flags used;
 - Identification of deviations of any calibration standards or QC sample results from appropriate acceptance limits and a discussion of the associated corrective actions taken by the laboratory;
 - Identification of multiple sample runs with reason(s) identified (e.g. dilutions or multiple cleanups);
 - Identification of samples and analytes for which manual integration was necessary; and
 - Appropriate notation of any other factors that could affect the sample results (e.g., air bubbles in VOC sample vials, excess headspace in soil VOC containers, the presence of multiple phases, sample temperature and sample pH excursions, container type or volume, etc.);
4. Analytical Results. The results for each sample shall contain the following information at a minimum: (Information need not be repeated if noted elsewhere in the data package.)
- Project name and site location
 - Field sample ID number as written on custody form
 - Laboratory sample ID number
 - Preparation batch number(s)
 - Matrix (soil, water, oil, air, etc.)
 - Date and time collected
 - Date and time sample extracted or prepared
 - Date and time sample analyzed
 - Method numbers for all preparation, cleanup, and analysis procedures employed
 - Analyte or parameter with the Chemical Abstracts Service (CAS) Registry Number if available
 - Sample aliquot analyzed
 - Final Extract volume
 - Method reporting limits and method limits of quantitation (at or above the low-level standard concentration) adjusted for sample-specific factors (e.g., aliquot size, dilution/concentration factors, moisture content)
 - All samples and analytes for which manual integration occurred, including the cause and justification
 - Detection Limit, Limits of Detection, and Limit of Quantitation associated with sample results and adjusted for sample-specific factors (e.g., aliquot size, dilution/concentration factors, and moisture content)
 - Analytical results with correct number of significant figures
 - Any data qualifiers assigned
 - Concentration units
 - Dilution factors
 - Any dilutions or concentrations for all reported data, and if neat or less diluted results are available, recorded and reported data from both runs
 - Percent moisture or percent solids (all soils are to be reported on a dry weight basis)

The following information is optional but may be required site-specifically:

- Laboratory name and location (city and state)
- Sample description

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- Sample preservation or condition at receipt
 - Date sample received
 - Statements of the estimated uncertainty of test results (optional)
5. Sample Management Records. These types of records include the documentation accompanying the samples:
- Chain-of-custody records
 - Shipping documents
 - Records generated by the laboratory which detail the condition of the samples upon receipt at the laboratory (e.g., sample cooler receipt forms, cooler temperature, and sample pH)
 - Telephone conversation or email records associated with actions taken or quality issues
 - Records of sample compositing done by the laboratory
 - If the laboratory collected the sample, sampling procedures
6. QA/QC Information. The minimum internal QC data package must include:
- Method blank results
 - Percent recoveries for Laboratory Control Sample (LCS), Laboratory Control Sample Duplicates (LCSD), Matrix spike (MS), and Matrix Spike Duplicates (MSD)
 - Relative percent difference (RPD) of required MSD or duplicates
 - Surrogate percent recoveries (organics)
 - Tracer recoveries (radiochemical)
 - Spike concentrations for LCS, MS, surrogates
 - QC acceptance criteria for MS, LCS, surrogates, etc.
 - Post-digestion Spike (PDS) recoveries
 - In-house or project specified LCS control limits, as applicable
 - Serial dilutions (SD) percent difference
 - Batch numbers (preparation, analysis, and cleanup)
7. Information for Third-Party Review. The information listed below is required if third-party (from outside the laboratory) data validation or verification is to be performed. This information is therefore optional and is provided only when the project-specific requirements specify that a third-party review will occur:
- Calibration data from the initial calibration curve
 - Initial calibration verification (ICV)
 - Continuing calibration verification(s) (CCV)
 - Performance standards analyzed in conjunction with the test method (e.g., tuning standards, degradation check standards, etc.)
 - Preparation, analysis, and other batch numbers¹
 - Raw data (e.g., chromatograms, mass spectrum results)
 - Matrix spike (MS), if applicable (includes spike target concentration levels, measured spike concentration, and calculated recoveries)¹
 - RPD of required duplicates (e.g., MS, LCS, field duplicates)¹
 - Method blank results¹

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- LCS recoveries¹
- Surrogate recoveries (organics)¹
- Serial dilutions (SD) percent difference (inorganics)
- Post-digestion spikes recovery (inorganics)
- Project action levels, DQOs, MQOs, and associated acceptance criteria
- Supporting documentation (e.g., run logs, sample preparation logs, standard preparation logs).

In addition, the data package for third-party review may include summary forms from method detection limit studies.

The data validation guidelines for performance-based methods established in other DOD guidance on data review and data validation, EPA national functional guidelines, EPA regional functional guidelines, and project-specific guidelines for validation may all have distinct reporting formats. The appropriate validation guidelines should be consulted to determine what type of data package is required.

¹ Required for other purposes identified in number 6, QA/QC Information.

DoD-ELAP data validation guidelines defines the minimum reporting requirements for each stage (formerly level) of data package as outlined below.

- A cover sheet, table of contents, and case narrative including all of the information specified in the above sections are required for all stages of data reports.
- Stage 1: Analytical results, Sample Management Records.
- Stage 2: Stage 1 reporting requirements plus QA/QC Information, Instrument QA/QC Information, Instrument and Preparation logs.
- Stage 3: Stage 2 reporting requirements plus Instrument Quantitation Reports.
- Stage 4: Stage 3 reporting requirements plus Instrument Chromatograms and Spectra.
- In addition, standards traceability should be included in Stages 3 and 4 if a legal chain of custody is required.

Methods Overview

Section 12.1

DHL Analytical, Inc.
Solicitation No. IFB ISR0019
Due April 6, 2017 at 2:00 pm

Sediment / Soil / Solids

2.1 - TPH in Sediment/Soil - Tx1005
2.2 - BTEX in Sediment/Soil - SW 8021 B
2.3 - Low-Level PAHs in Sediment/Soil - SW 8270 D
2.4 - Low-Level Volatile Organics in Sediment/Soil - 8260
2.5 - Low-Level Semi-Volatile Organics in Sediment - 8270
2.6 - Low-Level Organochlorine Pesticides in Sediment/Soil - 8270D
2.7 - PCBs in Sediment/Soil - 8082
2.8 - TCLP Volatiles in Sediment/Soil - 1311/8260
2.9 - TCLP Semi-Volatiles in Sediment/Soil - 1311/8270
2.10 - ICP-MS Metals at Low-Levels in Sediment/Soil - 6020A
2.11 - Mercury in Sediment/Soil - 7471B
2.12 - TCLP RCRA 8 Metals in Sediment/Soil - 6020 A/7470/7471
2.13 - Ammonia in Sediment/Soil - EPA 350.3
2.14 - Chlorophenoxy Acid Herbicides in Sediment/Soil - 8151 (SUBCONTRACTED)
2.15 - Oil & Grease, Total Recoverable in Sediment/Soil - E413.2
2.16 - Organophosphorus Pesticides in Sediment/Soil - 8270D

Methods & Limits - Sediment / Soil / Solids

Section 12.2

DHL Analytical, Inc.
Solicitation No. IFB ISR0019
Due April 6, 2017 at 2:00 pm

2.1 - TPH in Sediment/Soil - Tx1005	Unit	NELAC	MDL	PQL
T/R Hydrocarbons: >C12-C28	mg/Kg	TRUE	7	20
T/R Hydrocarbons: >C28-C35	mg/Kg	TRUE	7	20
T/R Hydrocarbons: C6-C12	mg/Kg	TRUE	7	20
T/R Hydrocarbons: C6-C35	mg/Kg	TRUE	7	20

2.2 - BTEX in Sediment/Soil - SW 8021 B	Unit	NELAC	MDL	PQL
Benzene	mg/Kg	TRUE	0.0007	0.002
Ethylbenzene	mg/Kg	TRUE	0.002	0.005
Toluene	mg/Kg	TRUE	0.002	0.005
Xylenes, Total	mg/Kg	TRUE	0.002	0.005

2.3 - Low-Level PAHs in Sediment/Soil - SW 8270 D	Unit	NELAC	MDL	PQL
1-Methylnaphthalene	mg/Kg	FALSE	0.005	0.01
2-Methylnaphthalene	mg/Kg	TRUE	0.005	0.01
Acenaphthene	mg/Kg	TRUE	0.005	0.01
Acenaphthylene	mg/Kg	TRUE	0.005	0.01
Anthracene	mg/Kg	TRUE	0.005	0.01
Benzo[a]anthracene	mg/Kg	TRUE	0.005	0.01
Benzo[a]pyrene	mg/Kg	TRUE	0.005	0.01
Benzo[b]fluoranthene	mg/Kg	TRUE	0.005	0.01
Benzo[e]pyrene	mg/Kg	TRUE	0.005	0.01
Benzo[g,h,i]perylene	mg/Kg	TRUE	0.005	0.01
Benzo[k]fluoranthene	mg/Kg	TRUE	0.005	0.01
Chrysene	mg/Kg	TRUE	0.005	0.01
Dibenz[a,h]anthracene	mg/Kg	TRUE	0.005	0.01
Dibenzofuran	mg/Kg	TRUE	0.005	0.01
Fluoranthene	mg/Kg	TRUE	0.005	0.01
Fluorene	mg/Kg	TRUE	0.005	0.01
Indeno[1,2,3-cd]pyrene	mg/Kg	TRUE	0.005	0.01
Naphthalene	mg/Kg	TRUE	0.005	0.01
Phenanthrene	mg/Kg	TRUE	0.005	0.01
Pyrene	mg/Kg	TRUE	0.005	0.01

2.4 - Low-Level Volatile Organics in Sediment/Soil - 8260	Unit	NELAC	MDL	PQL
1,1,1,2-Tetrachloroethane	µg/Kg	TRUE	1	5
1,1,1-Trichloroethane	µg/Kg	TRUE	1	5
1,1,2,2-Tetrachloroethane	µg/Kg	TRUE	1	5
1,1,2-Trichloroethane	µg/Kg	TRUE	1	5
1,1-Dichloroethane	µg/Kg	TRUE	1	5
1,1-Dichloroethene	µg/Kg	TRUE	1	5
1,1-Dichloropropene	µg/Kg	TRUE	1	5

1,2,3-Trichlorobenzene	µg/Kg	TRUE	1	5
1,2,3-Trichloropropane	µg/Kg	TRUE	1	5
1,2,4-Trichlorobenzene	µg/Kg	TRUE	1	5
1,2,4-Trimethylbenzene	µg/Kg	TRUE	1	5
1,2-Dibromo-3-chloropropane	µg/Kg	TRUE	1	5
1,2-Dibromoethane	µg/Kg	TRUE	1	5
1,2-Dichlorobenzene	µg/Kg	TRUE	1	5
1,2-Dichloroethane	µg/Kg	TRUE	1	5
1,2-Dichloropropane	µg/Kg	TRUE	1	5
1,3,5-Trimethylbenzene	µg/Kg	TRUE	1	5
1,3-Dichlorobenzene	µg/Kg	TRUE	1	5
1,3-Dichloropropane	µg/Kg	TRUE	1	5
1,4-Dichlorobenzene	µg/Kg	TRUE	1	5
2,2-Dichloropropane	µg/Kg	TRUE	1	5
2-Butanone	µg/Kg	TRUE	5	15
2-Chloroethylvinylether	µg/Kg	TRUE	5	15
2-Chlorotoluene	µg/Kg	TRUE	1	5
2-Hexanone	µg/Kg	TRUE	5	15
4-Chlorotoluene	µg/Kg	TRUE	1	5
4-Methyl-2-pentanone	µg/Kg	TRUE	5	15
Acetone	µg/Kg	TRUE	15	50
Benzene	µg/Kg	TRUE	1	5
Bromobenzene	µg/Kg	TRUE	1	5
Bromochloromethane	µg/Kg	TRUE	1	5
Bromodichloromethane	µg/Kg	TRUE	1	5
Bromoform	µg/Kg	TRUE	1	5
Bromomethane	µg/Kg	TRUE	1	5
Carbon disulfide	µg/Kg	TRUE	5	15
Carbon tetrachloride	µg/Kg	TRUE	1	5
Chlorobenzene	µg/Kg	TRUE	1	5
Chloroethane	µg/Kg	TRUE	1	5
Chloroform	µg/Kg	TRUE	1	5
Chloromethane	µg/Kg	TRUE	1	5
cis-1,2-Dichloroethene	µg/Kg	TRUE	1	5
cis-1,3-Dichloropropene	µg/Kg	TRUE	1	5
Dibromochloromethane	µg/Kg	TRUE	1	5
Dibromomethane	µg/Kg	TRUE	1	5
Dichlorodifluoromethane	µg/Kg	TRUE	1	5
Ethylbenzene	µg/Kg	TRUE	1	5
Hexachlorobutadiene	µg/Kg	TRUE	1	5
Iodomethane	µg/Kg	TRUE	1	5
Isopropylbenzene	µg/Kg	TRUE	1	5
m,p-Xylene	µg/Kg	TRUE	1	5
Methyl tert-butyl ether	µg/Kg	TRUE	1	5
Methylene chloride	µg/Kg	TRUE	5	5
n-Butylbenzene	µg/Kg	TRUE	1	5
n-Propylbenzene	µg/Kg	TRUE	1	5

Naphthalene	µg/Kg	TRUE	5	15
o-Xylene	µg/Kg	TRUE	1	5
p-Isopropyltoluene	µg/Kg	TRUE	1	5
sec-Butylbenzene	µg/Kg	TRUE	1	5
Styrene	µg/Kg	TRUE	1	5
tert-Butylbenzene	µg/Kg	TRUE	1	5
Tetrachloroethene	µg/Kg	TRUE	1	5
Toluene	µg/Kg	TRUE	1	5
trans-1,2-Dichloroethene	µg/Kg	TRUE	1	5
trans-1,3-Dichloropropene	µg/Kg	TRUE	1	5
Trichloroethene	µg/Kg	TRUE	1	5
Trichlorofluoromethane	µg/Kg	TRUE	5	15
Vinyl chloride	µg/Kg	TRUE	1	5
Total Xylenes	µg/Kg	TRUE	1	5

2.5 - Low-Level Semi-Volatile Organics in Sediment - 8270	Unit	NELAC	MDL	PQL
1-Methylnaphthalene	mg/Kg	FALSE	0.003	0.009
2,4,5-Trichlorophenol	mg/Kg	TRUE	0.003	0.009
2,4,6-Trichlorophenol	mg/Kg	TRUE	0.003	0.009
2,4-Dichlorophenol	mg/Kg	TRUE	0.003	0.009
2,4-Dimethylphenol	mg/Kg	TRUE	0.01	0.03
2,4-Dinitrophenol	mg/Kg	TRUE	0.03	0.09
2,4-Dinitrotoluene	mg/Kg	TRUE	0.003	0.009
2,6-Dinitrotoluene	mg/Kg	TRUE	0.003	0.009
2-Chloronaphthalene	mg/Kg	TRUE	0.003	0.009
2-Chlorophenol	mg/Kg	TRUE	0.003	0.009
2-Methylnaphthalene	mg/Kg	TRUE	0.003	0.009
2-Methylphenol	mg/Kg	TRUE	0.003	0.009
2-Nitroaniline	mg/Kg	TRUE	0.003	0.009
2-Nitrophenol	mg/Kg	TRUE	0.003	0.009
3,3'-Dichlorobenzidine	mg/Kg	TRUE	0.01	0.03
3-Nitroaniline	mg/Kg	TRUE	0.003	0.009
4,6-Dinitro-2-methylphenol	mg/Kg	TRUE	0.01	0.03
4-Bromophenyl phenyl ether	mg/Kg	TRUE	0.003	0.009
4-Chloro-3-methylphenol	mg/Kg	TRUE	0.01	0.03
4-Chloroaniline	mg/Kg	TRUE	0.01	0.03
4-Chlorophenyl phenyl ether	mg/Kg	TRUE	0.003	0.009
4-Methylphenol	mg/Kg	TRUE	0.003	0.009
4-Nitroaniline	mg/Kg	TRUE	0.003	0.009
4-Nitrophenol	mg/Kg	TRUE	0.01	0.03
Acenaphthene	mg/Kg	TRUE	0.003	0.009
Acenaphthylene	mg/Kg	TRUE	0.003	0.009
Aniline	mg/Kg	TRUE	0.01	0.03
Anthracene	mg/Kg	TRUE	0.003	0.009
Atrazine	mg/Kg	TRUE	0.003	0.009

Benzo[a]anthracene	mg/Kg	TRUE	0.003	0.009
Benzo[a]pyrene	mg/Kg	TRUE	0.003	0.009
Benzo[b]fluoranthene	mg/Kg	TRUE	0.003	0.009
Benzo[g,h,i]perylene	mg/Kg	TRUE	0.003	0.009
Benzo[k]fluoranthene	mg/Kg	TRUE	0.003	0.009
Benzoic acid	mg/Kg	TRUE	0.03	0.09
Benzyl alcohol	mg/Kg	TRUE	0.03	0.09
Biphenyl	mg/Kg	TRUE	0.003	0.009
Bis(2-chloroethoxy)methane	mg/Kg	TRUE	0.003	0.009
Bis(2-chloroethyl)ether	mg/Kg	TRUE	0.003	0.009
Bis(2-chloroisopropyl)ether	mg/Kg	TRUE	0.003	0.009
Bis(2-ethylhexyl)phthalate	mg/Kg	TRUE	0.03	0.09
Butyl benzyl phthalate	mg/Kg	TRUE	0.03	0.09
Carbazole	mg/Kg	TRUE	0.003	0.009
Chrysene	mg/Kg	TRUE	0.003	0.009
Di-n-butyl phthalate	mg/Kg	TRUE	0.03	0.09
Di-n-octyl phthalate	mg/Kg	TRUE	0.03	0.09
Dibenz[a,h]anthracene	mg/Kg	TRUE	0.003	0.009
Dibenzofuran	mg/Kg	TRUE	0.003	0.009
Diethyl phthalate	mg/Kg	TRUE	0.03	0.09
Dimethyl phthalate	mg/Kg	TRUE	0.03	0.09
Fluoranthene	mg/Kg	TRUE	0.003	0.009
Fluorene	mg/Kg	TRUE	0.003	0.009
Hexachlorobenzene	mg/Kg	TRUE	0.003	0.009
Hexachlorobutadiene	mg/Kg	TRUE	0.003	0.009
Hexachlorocyclopentadiene	mg/Kg	TRUE	0.03	0.09
Hexachloroethane	mg/Kg	TRUE	0.003	0.009
Indeno[1,2,3-cd]pyrene	mg/Kg	TRUE	0.003	0.009
Isophorone	mg/Kg	TRUE	0.003	0.009
N-Nitrosodi-n-propylamine	mg/Kg	TRUE	0.003	0.009
N-Nitrosodiphenylamine	mg/Kg	TRUE	0.003	0.009
Naphthalene	mg/Kg	TRUE	0.003	0.009
Nitrobenzene	mg/Kg	TRUE	0.003	0.009
Pentachlorophenol	mg/Kg	TRUE	0.003	0.006
Phenanthrene	mg/Kg	TRUE	0.003	0.009
Phenol	mg/Kg	TRUE	0.01	0.03
Pyrene	mg/Kg	TRUE	0.003	0.009

2.6 - Low-Level Organochlorine Pesticides in Sediment/Soil - 8270D	Unit	NELAC	MDL	PQL
4,4'-DDD	mg/Kg	TRUE	0.002	0.006
4,4'-DDE	mg/Kg	TRUE	0.002	0.006
4,4'-DDT	mg/Kg	TRUE	0.002	0.006
Aldrin	mg/Kg	TRUE	0.002	0.006
alpha-BHC	mg/Kg	TRUE	0.002	0.006
alpha-Chlordane	mg/Kg	TRUE	0.002	0.006

beta-BHC	mg/Kg	TRUE	0.002	0.006
Chlordane	mg/Kg	TRUE	0.01	0.03
delta-BHC	mg/Kg	TRUE	0.002	0.006
Dieldrin	mg/Kg	TRUE	0.002	0.006
Endosulfan I	mg/Kg	TRUE	0.002	0.006
Endosulfan II	mg/Kg	TRUE	0.002	0.006
Endosulfan sulfate	mg/Kg	TRUE	0.002	0.006
Endrin	mg/Kg	TRUE	0.002	0.006
Endrin aldehyde	mg/Kg	TRUE	0.002	0.006
Endrin ketone	mg/Kg	TRUE	0.002	0.006
gamma-BHC	mg/Kg	TRUE	0.002	0.006
gamma-Chlordane	mg/Kg	TRUE	0.002	0.006
Heptachlor	mg/Kg	TRUE	0.002	0.006
Heptachlor epoxide	mg/Kg	TRUE	0.002	0.006
Methoxychlor	mg/Kg	TRUE	0.002	0.006
Toxaphene	mg/Kg	TRUE	0.08	0.25

2.7 - PCBs in Sediment/Soil - 8082	Unit	NELAC	MDL	PQL
Aroclor 1016	mg/Kg	TRUE	0.05	0.1
Aroclor 1221	mg/Kg	TRUE	0.05	0.1
Aroclor 1232	mg/Kg	TRUE	0.05	0.1
Aroclor 1242	mg/Kg	TRUE	0.05	0.1
Aroclor 1248	mg/Kg	TRUE	0.05	0.1
Aroclor 1254	mg/Kg	TRUE	0.05	0.1
Aroclor 1260	mg/Kg	TRUE	0.05	0.1

2.8 - TCLP Volatiles in Sediment/Soil - 1311/8260	Unit	NELAC	MDL	PQL
1,1,1,2-Tetrachloroethane	mg/L	TRUE	0.0003	0.001
1,1,1-Trichloroethane	mg/L	TRUE	0.0003	0.001
1,1,2,2-Tetrachloroethane	mg/L	TRUE	0.0003	0.001
1,1,2-Trichloroethane	mg/L	TRUE	0.0003	0.001
1,1,2-Trichlorotrifluoroethane	mg/L	TRUE	0.005	0.015
1,1-Dichloroethane	mg/L	TRUE	0.0003	0.001
1,1-Dichloroethene	mg/L	TRUE	0.0003	0.001
1,1-Dichloropropene	mg/L	TRUE	0.0003	0.001
1,2,3-Trichlorobenzene	mg/L	TRUE	0.002	0.005
1,2,3-Trichloropropane	mg/L	TRUE	0.0003	0.001
1,2,4-Trichlorobenzene	mg/L	TRUE	0.002	0.005
1,2,4-Trimethylbenzene	mg/L	TRUE	0.002	0.005
1,2-Dibromo-3-chloropropane	mg/L	TRUE	0.002	0.005
1,2-Dibromoethane	mg/L	TRUE	0.0003	0.001
1,2-Dichlorobenzene	mg/L	TRUE	0.0003	0.001
1,2-Dichloroethane	mg/L	TRUE	0.0003	0.001
1,2-Dichloropropane	mg/L	TRUE	0.0003	0.001
1,3,5-Trimethylbenzene	mg/L	TRUE	0.002	0.005

1,3-Dichlorobenzene	mg/L	TRUE	0.0003	0.001
1,3-Dichloropropane	mg/L	TRUE	0.0003	0.001
1,4-Dichloro-2-butene	mg/L	TRUE	0.002	0.01
1,4-Dichlorobenzene	mg/L	TRUE	0.0003	0.001
1-Chlorohexane	mg/L	TRUE	0.001	0.005
2,2-Dichloropropane	mg/L	TRUE	0.0003	0.001
2-Butanone	mg/L	TRUE	0.005	0.015
2-Chloroethylvinylether	mg/L	TRUE	0.005	0.015
2-Chlorotoluene	mg/L	TRUE	0.0003	0.001
2-Hexanone	mg/L	TRUE	0.005	0.015
4-Chlorotoluene	mg/L	TRUE	0.0003	0.001
4-Methyl-2-pentanone	mg/L	TRUE	0.005	0.015
Acetone	mg/L	TRUE	0.005	0.015
Acrolein	mg/L	TRUE	0.005	0.015
Acrylonitrile	mg/L	TRUE	0.001	0.005
Benzene	mg/L	TRUE	0.0003	0.001
Bromobenzene	mg/L	TRUE	0.0003	0.001
Bromochloromethane	mg/L	TRUE	0.0003	0.001
Bromodichloromethane	mg/L	TRUE	0.0003	0.001
Bromoform	mg/L	TRUE	0.0003	0.001
Bromomethane	mg/L	TRUE	0.0003	0.001
Carbon disulfide	mg/L	TRUE	0.005	0.015
Carbon tetrachloride	mg/L	TRUE	0.0003	0.001
Chlorobenzene	mg/L	TRUE	0.0003	0.001
Chloroethane	mg/L	TRUE	0.0003	0.001
Chloroform	mg/L	TRUE	0.0003	0.001
Chloromethane	mg/L	TRUE	0.0003	0.001
cis-1,2-Dichloroethene	mg/L	TRUE	0.0003	0.001
cis-1,3-Dichloropropene	mg/L	TRUE	0.0003	0.001
Cyclohexane	mg/L	FALSE	0.005	0.015
Dibromochloromethane	mg/L	TRUE	0.0003	0.001
Dibromomethane	mg/L	TRUE	0.0003	0.001
Dichlorodifluoromethane	mg/L	TRUE	0.0003	0.001
Ethyl tert-butyl ether (ETBE)	mg/L	TRUE	0.0004	0.002
Ethylbenzene	mg/L	TRUE	0.0003	0.001
Hexachlorobutadiene	mg/L	TRUE	0.001	0.003
Iodomethane	mg/L	TRUE	0.005	0.015
Isopropyl alcohol	mg/L	TRUE	0.005	0.015
Isopropyl ether (DIPE)	mg/L	TRUE	0.005	0.015
Isopropylbenzene	mg/L	TRUE	0.0003	0.001
m,p-Xylene	mg/L	TRUE	0.0006	0.002
Methyl Acetate	mg/L	TRUE	0.005	0.015
Methyl tert-butyl ether	mg/L	TRUE	0.0003	0.001
Methylcyclohexane	mg/L	TRUE	0.005	0.015
Methylene chloride	mg/L	TRUE	0.005	0.005
n-Butylbenzene	mg/L	TRUE	0.0003	0.001
n-Propylbenzene	mg/L	TRUE	0.0003	0.001

Naphthalene	mg/L	TRUE	0.005	0.005
o-Xylene	mg/L	TRUE	0.0003	0.001
p-Isopropyltoluene	mg/L	TRUE	0.0003	0.001
sec-Butylbenzene	mg/L	TRUE	0.0003	0.001
Styrene	mg/L	TRUE	0.0003	0.001
Tert-amyl methyl ether (TAME)	mg/L	TRUE	0.0004	0.002
Tert-butanol (TBA)	mg/L	TRUE	0.005	0.02
tert-Butylbenzene	mg/L	TRUE	0.0003	0.001
Tetrachloroethene	mg/L	TRUE	0.0003	0.001
Toluene	mg/L	TRUE	0.0007	0.002
trans-1,2-Dichloroethene	mg/L	TRUE	0.0003	0.001
trans-1,3-Dichloropropene	mg/L	TRUE	0.0003	0.001
Trichloroethene	mg/L	TRUE	0.0003	0.001
Trichlorofluoromethane	mg/L	TRUE	0.0003	0.001
Vinyl acetate	mg/L	TRUE	0.003	0.01
Vinyl chloride	mg/L	TRUE	0.0003	0.001

2.9 - TCLP Semi-Volatiles in Sediment/Soil - 1311/8270	Unit	NELAC	MDL	PQL
1,2,4-Trichlorobenzene	mg/L	TRUE	0.001	0.004
1,2-Diphenylhydrazine	mg/L	TRUE	0.002	0.004
1,4-Dichlorobenzene	mg/L	TRUE	0.001	0.004
2,3,4,6-Tetrachlorophenol	mg/L	TRUE	0.001	0.004
2,4,5-Trichlorophenol	mg/L	TRUE	0.001	0.004
2,4,6-Trichlorophenol	mg/L	TRUE	0.001	0.004
2,4-Dichlorophenol	mg/L	TRUE	0.001	0.004
2,4-Dimethylphenol	mg/L	TRUE	0.002	0.004
2,4-Dinitrophenol	mg/L	TRUE	0.004	0.01
2,4-Dinitrotoluene	mg/L	TRUE	0.001	0.004
2-Chlorophenol	mg/L	TRUE	0.001	0.004
2-Methylphenol	mg/L	TRUE	0.001	0.004
3&4-Methylphenol	mg/L	TRUE	0.001	0.004
3,3'-Dichlorobenzidine	mg/L	TRUE	0.002	0.004
4-Chloro-3-methylphenol	mg/L	TRUE	0.001	0.004
Acenaphthene	mg/L	TRUE	0.001	0.004
Acetophenone	mg/L	TRUE	0.001	0.004
Aniline	mg/L	TRUE	0.001	0.004
Anthracene	mg/L	TRUE	0.001	0.004
Benzidine	mg/L	TRUE	0.01	0.02
Bis(2-chloroethyl)ether	mg/L	TRUE	0.001	0.004
Bis(2-ethylhexyl)phthalate	mg/L	TRUE	0.002	0.004
Butyl benzyl phthalate	mg/L	TRUE	0.004	0.01
Di-n-butyl phthalate	mg/L	TRUE	0.004	0.01
Diethyl phthalate	mg/L	TRUE	0.004	0.01
Fluoranthene	mg/L	TRUE	0.001	0.004
Fluorene	mg/L	TRUE	0.001	0.004

Hexachlorobenzene	mg/L	TRUE	0.001	0.004
Hexachlorobutadiene	mg/L	TRUE	0.001	0.004
Hexachlorocyclopentadiene	mg/L	TRUE	0.001	0.004
Hexachloroethane	mg/L	TRUE	0.001	0.004
Isophorone	mg/L	TRUE	0.001	0.004
N-Nitroso-di-n-butylamine	mg/L	TRUE	0.002	0.004
N-Nitrosodi-n-propylamine	mg/L	TRUE	0.002	0.0008
N-Nitrosodiethylamine	mg/L	TRUE	0.002	0.004
N-Nitrosodimethylamine	mg/L	TRUE	0.001	0.004
N-Nitrosodiphenylamine	mg/L	TRUE	0.001	0.004
Nitrobenzene	mg/L	TRUE	0.002	0.004
Pentachlorobenzene	mg/L	TRUE	0.002	0.004
Pentachlorophenol	mg/L	TRUE	0.002	0.004
Phenol	mg/L	TRUE	0.002	0.004
Pyrene	mg/L	TRUE	0.002	0.004
Pyridine	mg/L	TRUE	0.004	0.01

2.10 - ICP-MS Metals at Low-Levels in Sediment/Soil - 6020A	Unit	NELAC	MDL	PQL
Aluminum	mg/Kg	TRUE	12.5	37.5
Antimony	mg/Kg	TRUE	0.5	1
Arsenic	mg/Kg	TRUE	0.5	1
Barium	mg/Kg	TRUE	0.5	2
Beryllium	mg/Kg	TRUE	0.1	0.3
Boron	mg/Kg	TRUE	2.5	7.5
Cadmium	mg/Kg	TRUE	0.1	0.3
Calcium	mg/Kg	TRUE	12.5	37.5
Chromium	mg/Kg	TRUE	0.5	2
Cobalt	mg/Kg	TRUE	0.5	2
Copper	mg/Kg	TRUE	0.5	2
Iron	mg/Kg	TRUE	12.5	37.5
Lead	mg/Kg	TRUE	0.1	0.3
Lithium	mg/Kg	TRUE	0.5	2
Magnesium	mg/Kg	TRUE	12.5	37.5
Manganese	mg/Kg	TRUE	0.5	2
Molybdenum	mg/Kg	TRUE	0.5	2
Nickel	mg/Kg	TRUE	0.5	2
Potassium	mg/Kg	TRUE	12.5	37.5
Selenium	mg/Kg	TRUE	0.15	0.5
Silver	mg/Kg	TRUE	0.1	0.2
Sodium	mg/Kg	TRUE	12.5	37.5
Strontium	mg/Kg	TRUE	1	2.5
Thallium	mg/Kg	TRUE	0.5	1
Tin	mg/Kg	TRUE	5	10
Titanium	mg/Kg	TRUE	1	2.5
Vanadium	mg/Kg	TRUE	1	2.5

Zinc	mg/Kg	TRUE	1	2.5
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2.11 - Mercury in Sediment/Soil - 7471B	Unit	NELAC	MDL	PQL
Mercury	mg/Kg	TRUE	0.016	0.04

2.12 - TCLP RCRA 8 Metals in Sediment/Soil - 6020 A/7470/7471	Unit	NELAC	MDL	PQL
Aluminum	mg/L	TRUE	0.01	0.03
Antimony	mg/L	TRUE	0.0008	0.0025
Arsenic	mg/L	TRUE	0.002	0.005
Barium	mg/L	TRUE	0.003	0.01
Beryllium	mg/L	TRUE	0.0003	0.001
Boron	mg/L	TRUE	0.01	0.03
Cadmium	mg/L	TRUE	0.0003	0.001
Calcium	mg/L	TRUE	0.1	0.3
Chromium	mg/L	TRUE	0.002	0.005
Cobalt	mg/L	TRUE	0.003	0.005
Copper	mg/L	TRUE	0.002	0.01
Iron	mg/L	TRUE	0.05	0.15
Lead	mg/L	TRUE	0.0003	0.001
Lithium	mg/L	TRUE	0.002	0.006
Magnesium	mg/L	TRUE	0.1	0.3
Manganese	mg/L	TRUE	0.003	0.01
Molybdenum	mg/L	TRUE	0.002	0.006
Nickel	mg/L	TRUE	0.003	0.01
Potassium	mg/L	TRUE	0.1	0.3
Selenium	mg/L	TRUE	0.002	0.005
Silver	mg/L	TRUE	0.001	0.002
Sodium	mg/L	TRUE	0.1	0.3
Strontium	mg/L	TRUE	0.003	0.01
Thallium	mg/L	TRUE	0.0005	0.0015
Tin	mg/L	TRUE	0.003	0.01
Titanium	mg/L	TRUE	0.003	0.01
Vanadium	mg/L	TRUE	0.0005	0.001
Zinc	mg/L	TRUE	0.002	0.005

2.13 - Ammonia in Sediment/Soil - EPA 350.3	Unit	NELAC	MDL	PQL
Soluble Ammonia-N (As N)	mg/Kg	TRUE	0.8	1.25

2.15 - Oil & Grease, Total Recoverable in Sediment/Soil - E413.2	Unit	NELAC	MDL	PQL
Oil & Grease, Total Recoverable	mg/Kg	FALSE	3	10

2.16 - Organophosphorus Pesticides in Sediment/Soil - 8270D	Unit	NELAC	MDL	PQL
4,4'-DDD	mg/Kg	TRUE	0.002	0.006
4,4'-DDE	mg/Kg	TRUE	0.002	0.006
4,4'-DDT	mg/Kg	TRUE	0.002	0.006
Aldrin	mg/Kg	TRUE	0.002	0.006
alpha-BHC	mg/Kg	TRUE	0.002	0.006
alpha-Chlordane	mg/Kg	TRUE	0.002	0.006
Aspon	mg/Kg	FALSE	0.002	0.006
Atrazine	mg/Kg	TRUE	0.002	0.006
Azinphos-methyl	mg/Kg	TRUE	0.002	0.006
beta-BHC	mg/Kg	TRUE	0.002	0.006
Bolstar	mg/Kg	FALSE	0.002	0.006
Carbaryl	mg/Kg	TRUE	0.002	0.006
Carbophenothion	mg/Kg	TRUE	0.002	0.006
Chlordane	mg/Kg	TRUE	0.01	0.03
Chlorfenvinphos	mg/Kg	TRUE	0.002	0.006
Chlorpyrifos	mg/Kg	FALSE	0.002	0.006
Chlorpyrifos methyl	mg/Kg	FALSE	0.002	0.006
Coumaphos	mg/Kg	TRUE	0.002	0.006
Crotoxyphos	mg/Kg	TRUE	0.002	0.006
delta-BHC	mg/Kg	TRUE	0.002	0.006
Demeton-O	mg/Kg	TRUE	0.002	0.006
Demeton-S	mg/Kg	TRUE	0.002	0.006
Diazinon	mg/Kg	FALSE	0.002	0.006
Dichlofenthion	mg/Kg	FALSE	0.002	0.006
Dichlorvos	mg/Kg	TRUE	0.002	0.006
Dicrotophos	mg/Kg	TRUE	0.002	0.006
Dieldrin	mg/Kg	TRUE	0.002	0.006
Dimethoate	mg/Kg	TRUE	0.002	0.006
Dioxathion	mg/Kg	TRUE	0.002	0.006
Disulfoton	mg/Kg	TRUE	0.002	0.006
Endosulfan I	mg/Kg	TRUE	0.002	0.006
Endosulfan II	mg/Kg	TRUE	0.002	0.006
Endosulfan sulfate	mg/Kg	TRUE	0.002	0.006
Endrin	mg/Kg	TRUE	0.002	0.006
Endrin aldehyde	mg/Kg	TRUE	0.002	0.006
Endrin ketone	mg/Kg	TRUE	0.002	0.006
EPN	mg/Kg	TRUE	0.002	0.006
Ethion	mg/Kg	TRUE	0.002	0.006
Ethoprophos	mg/Kg	FALSE	0.002	0.006
Famphur	mg/Kg	TRUE	0.002	0.006
Fenamiphos sulfoxide	mg/Kg	FALSE	0.002	0.006
Fenitrothion	mg/Kg	FALSE	0.002	0.006
Fensulfothion	mg/Kg	TRUE	0.002	0.006
Fenthion	mg/Kg	TRUE	0.002	0.006

Fonophos	mg/Kg	FALSE	0.002	0.006
gamma-BHC	mg/Kg	TRUE	0.002	0.006
gamma-Chlordane	mg/Kg	TRUE	0.002	0.006
Heptachlor	mg/Kg	TRUE	0.002	0.006
Heptachlor epoxide	mg/Kg	TRUE	0.002	0.006
Hexachlorophene	mg/Kg	TRUE	0.002	0.006
Isodrin	mg/Kg	TRUE	0.002	0.006
Leptophos	mg/Kg	TRUE	0.002	0.006
Malathion	mg/Kg	TRUE	0.002	0.006
Merphos	mg/Kg	FALSE	0.002	0.006
Merphos Breakdown	mg/Kg	FALSE	0.002	0.006
Methoxychlor	mg/Kg	TRUE	0.002	0.006
Metolachlor	mg/Kg	FALSE	0.002	0.006
Mevinphos	mg/Kg	TRUE	0.002	0.006
Monocrotophos	mg/Kg	TRUE	0.002	0.006
Naled	mg/Kg	TRUE	0.002	0.006
Parathion, ethyl	mg/Kg	TRUE	0.002	0.006
Parathion, methyl	mg/Kg	TRUE	0.002	0.006
Pentachlorophenol	mg/Kg	TRUE	0.02	0.06
Phorate	mg/Kg	TRUE	0.002	0.006
Phosmet	mg/Kg	TRUE	0.002	0.006
Phosphamidon	mg/Kg	TRUE	0.002	0.006
Ronnel	mg/Kg	FALSE	0.002	0.006
Terbufos	mg/Kg	TRUE	0.002	0.006
Tetrachlorvinphos	mg/Kg	TRUE	0.002	0.006
Tetraethyl dithiopyrophosphate	mg/Kg	TRUE	0.002	0.006
Tetraethyl pyrophosphate	mg/Kg	TRUE	0.002	0.006
Tokuthion	mg/Kg	FALSE	0.002	0.006
Toxaphene	mg/Kg	TRUE	0.08	0.25
Trichloronate	mg/Kg	FALSE	0.002	0.006
Demeton, Total	mg/Kg	TRUE	0.002	0.006
Merphos, Total	mg/Kg	FALSE	0.002	0.006

DHL Analytical, Inc.
2300 Double Creek Dr., Round Rock, TX 78664

SOLICITATION NO. IFB ISR0019
BID DUE PRIOR TO: April 6, 2017 at 2:00 pm

Capabilities Statement:

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- 1) Toxic Pollutants listed in the Texas Surface Water Quality Standards
- 2) Solid Waste Methods: 6010, 6020, 7471, 8081, 8082, 8260, 8270
- 3) GC/MS scans including tentative identification of the 10 largest peaks
- 4) Regular performance of pollutant analyses, including but not limited to: Oil and Grease, TPH (1005), and dry weight.

Laboratory Scope of Analytical Testing Services for DHL Analytical

UST Related Tests

BTEX/MTBE – Method 8021B
BTEX/MTBE – Method 602
BTEX in Air
TPH – Total Petroleum Hydrocarbons - Method TX 1005
TPH – Method TX 1006 (TPH Fractionation)
TPH – Diesel Range Organics (DRO) – Method 8015D
TPH – Diesel Range Organics – OK-DRO
TPH – Gasoline Range Organics (GRO) – Method 8015D
TPH – Gasoline Range Organics – OK-GRO
TPH in Air
TPH – CWG (Total Petroleum Hydrocarbons - Criteria Working Group)
TRPH – Method 418.1

Volatiles and Semivolatiles Tests

Volatile Organics – Method 8260C
Volatile Organics – Method 624
TCLP/SPLP/ZHE Volatiles – Method 1311/1312
Semivolatile Organics - Method 8270D
Semivolatile Organics – Method 625
Polycyclic Aromatic Hydrocarbons (PAH) - Method 8270D
TCLP/SPLP Semivolatile Organics – Method 1311/1312
Organochlorine Pesticides – Method 8270D
Organochlorine Pesticides – Method 625
Organophosphorus Pesticides – Method 8270D
Organophosphorus Pesticides – Method 625
PCBs – Method 8082A, 8270D
PCBs – Method 625, 608
PCBs in Oil – Method 8082A, 8270D
Explosives HPLC Analysis – Method 8330A
Herbicides HPLC Analysis – Method 8321B
Glycol (Ethylene and Propylene Glycol) – Method 8015D
Dissolved Gases (Methane, CO₂, Ethane, & Ethylene) - RSK 175
Dissolved Gases – Extended List (1-Butene, Butane, Propane, Propylene) – RSK 175
Low-Level Volatile and Semi-Volatile Organic Compounds by GC/MS-SIM

Metals Tests

ICP-MS Metals – Method 6020A/200.8
RCRA 8 Metals – Methods 6020A/7470/7471
Hexavalent Chromium (Cr₆) – Method 7196A
Hexavalent Chromium (Cr₆) – Method SM4500 Cr-B
Mercury – Method 7470/7471
Mercury – Method 245.1
Ferrous Iron – Method SM4500Fe-B
TCLP/SPLP Metals – Method 1311/1312

Wet Chemistry Tests

Acidity – Standard Method SM2310B and EPA Method 305.1
Alkalinity – Standard Method SM2320B and EPA Method 310.1
Ammonia – Standard Method SM 4500-NH₃-D and EPA Method 350.3
Anions by IC – EPA Method 300 and EPA Method 9056A
Anions by IC – TxDOT Method 620J
COD – Standard Method SM 5220D and HACH 8000
Conductivity – Standard Method SM2510B and EPA Method 120.1

Total Cyanide – Standard Method SM4500-CN-E and EPA Method 9010, 9014, and 335.2
Amenable Cyanide - Standard Method SM4500-CN-G and EPA Method 9014 and EPA Method 335.1
Hardness – Standard Method SM2310B and EPA Method 130.2
Ignitability – EPA Method 1010A
Moisture Content in Soil & Sludge – ASTM Method D2216
Hexane Extractable Materials (Oil and Grease) – EPA Method 1664A and 9070A
Perchlorate IC-MS Analysis – EPA Method 332 and EPA Method 6860
pH/Corrosivity – Standard Method SM4500 H⁺B and EPA Method 150.1, 9040C, and 9045C
Phosphate (total or ortho-) – Standard Method SM4500-P-E and EPA Method 365.2
RCI - Reactivity, Corrosivity, Ignitability
Reactivity – Method SW846
Silica (Dissolved Silica) – HACH 8185, Standard Method SM4500-Si-D and EPA Method 370.1
Sulfide – HACH 8131, Standard Method SM4500-S²-D and EPA Method 376.2
Total Dissolved Solids (TDS) – Standard Method SM2540C and EPA Method 160.1
Total Organic Carbon (TOC-Water samples) - EPA Method 9060A, Standard Method SM5310C and EPA Method 415.1
Total Suspended Solids (TSS) – Standard Method SM2540D and EPA Method 160.2
Turbidity – Standard Method SM2310B and EPA Method 180.1

Subcontracted Testing

Biogenic Gases – Method EPA 3C
Biochemical Oxygen Demand (BOD) – Method SM 5210B
Color Analysis – Method SM 2120B
Dithiocarbamates – EPA 630
Dioxins - Method 1613
Extractable Organic Halogens (EOX) – Method SW9023
Fecal Coliform – Method SM 9222D
Fraction Organic Carbon (FOC) – Method SW9060
Loss on Ignition – Method D7348
Plant Available Minerals/Nutrients – Method SW6010
TOC/FOC (soil) - Method SW9060
TOC/FOC (soil) – Walkley-Black
Total Kjeldahl Nitrogen (TKN) in Soil – Method SW351.2
Total Kjeldahl Nitrogen (TKN) – Method SM 4500-N B/E
Total Organic Halogens (TOX) – Method SW9056/9076/SW9020B
Total Volatile Solids (TVS) – EPA Method 160.4
Viscosity – ASTM D445
Volatiles in Air – TO-14, TO-15, TO-4

Reporting

Standard Reporting Formats – Default, MDL, and Outfall
NELAC Report
TRRP Report
TRRP Extended Report
DoD – NELAC Report
DoD – TRRP Report

DHL Analytical, Inc.
Solicitation No. IFB ISR0019
Due April 6, 2017 at 2:00 pm

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Moisture Content in Soil & Sludge – ASTM Method D2216
Hexane Extractable Materials (Oil and Grease) – EPA Method 1664A and 9070A
Perchlorate IC-MS Analysis – EPA Method 332 and EPA Method 6860
pH/Corrosivity – Standard Method SM4500 H⁺B and EPA Method 150.1, 9040C, and 9045C
Phosphate (total or ortho-) – Standard Method SM4500-P-E and EPA Method 365.2
RCI - Reactivity, Corrosivity, Ignitability
Reactivity – Method SW846
Silica (Dissolved Silica) – HACH 8185, Standard Method SM4500-Si-D and EPA Method 370.1
Sulfide – HACH 8131, Standard Method SM4500-S²-D and EPA Method 376.2
Total Dissolved Solids (TDS) – Standard Method SM2540C and EPA Method 160.1
Total Organic Carbon (TOC-Water samples) - EPA Method 9060A, Standard Method SM5310C and EPA Method 415.1
Total Suspended Solids (TSS) – Standard Method SM2540D and EPA Method 160.2
Turbidity – Standard Method SM2310B and EPA Method 180.1

Subcontracted Testing

Biogenic Gases – Method EPA 3C
Biochemical Oxygen Demand (BOD) – Method SM 5210B
Color Analysis – Method SM 2120B
Dithiocarbamates – EPA 630
Dioxins - Method 1613
Extractable Organic Halogens (EOX) – Method SW9023
Fecal Coliform – Method SM 9222D
Fraction Organic Carbon (FOC) – Method SW9060
Loss on Ignition – Method D7348
Plant Available Minerals/Nutrients – Method SW6010
TOC/FOC (soil) - Method SW9060
TOC/FOC (soil) – Walkley-Black
Total Kjeldahl Nitrogen (TKN) in Soil – Method SW351.2
Total Kjeldahl Nitrogen (TKN) – Method SM 4500-N B/E
Total Organic Halogens (TOX) – Method SW9056/9076/SW9020B
Total Volatile Solids (TVS) – EPA Method 160.4
Viscosity – ASTM D445
Volatiles in Air – TO-14, TO-15, TO-4

Reporting

Standard Reporting Formats – Default, MDL, and Outfall
NELAC Report
TRRP Report
TRRP Extended Report
DoD – NELAC Report
DoD – TRRP Report



DHL Analytical, Inc.
2300 Double Creek Drive
Round Rock, TX 78664
Solicitation No. IFB ISR0019
Due April 11, 2017 at 2:00 pm

**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: ISR0019

Addendum No: # 1

Date of Addendum: March 28, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Correction:** Correct bid due date and time from April 4, 2017 at 2:00 p.m. **TO April 6, 2017 at 2:00 p.m.**
Correct bid opening date and time from April 4, 2017 at 2:15 p.m. **TO April 6, 2017 at 2:15 p.m.**
- II. **Questions:**
- Q1. For the testing under the Programs covered in this IFB, does the City of Austin (COA) require that all testing include an additional Low-Level Laboratory Control Standard (LCS) with each batch of COA samples and for each test? This is in addition to the method specified quality control testing?
- A1. For Programs identified by the City of Austin as being part of the Texas Clean Rivers Program (CRP), quality control (QC) requirements for the CRP specified in the Quality Assurance Project Plan must be followed (see Section B5 of <http://www.lcra.org/water/quality/texas-clean-rivers-program/Documents/2016-17QAPP-Amended.pdf>). QC requirements for CRP may be in addition to method specified quality control testing for some analytes/methods.
- Q2. Is the Low-Level LCS required to be spiked in each batch at a concentration at the Limit of Quantitation for all of the target compounds and meet program recovery limits?
- A2. City of Austin as being part of the Texas Clean Rivers Program (CRP), quality control (QC) requirements for the CRP specified in the Quality Assurance Project Plan must be followed (see Section B5 of <http://www.lcra.org/water/quality/texas-clean-rivers-program/Documents/2016-17QAPP-Amended.pdf>). QC requirements for CRP may be in addition to method specified quality control testing for some analytes/methods.
- Q3. If so, does the unit cost of the analysis need to include the testing of the additional Low-Level LCS in each batch?
- A3. Yes, the per batch cost of additional QC samples to meet CRP requirements should be included (similar to method prep costs).

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

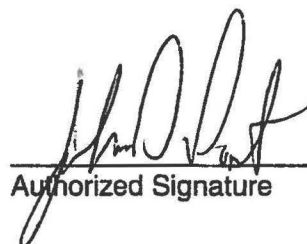
APPROVED BY:


Irene Sanchez-Rocha, Senior Buyer
Purchasing Office, 512-974-2554

3/28/17
Date

ACKNOWLEDGED BY:

John DuPont
Name


Authorized Signature

3/31/2017
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



DHL Analytical, Inc.
2300 Double Creek Drive
Round Rock, TX 78664
Solicitation No. IFB ISR0019
Due April 11, 2017 at 2:00 pm

**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB ISR0019

Addendum No: #2

Date of Addendum: April 6, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Extension:** The bid due date and time is hereby extended until Tuesday, April 11, 2017 at 3:00 p.m.

The bid opening due date and time is hereby extended until Tuesday, April 11, 2017 at 3:15 p.m.

- II. **ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

APPROVED BY: _____

Irene Sanchez-Rocha, Senior Buyer
Purchasing Office, 512-974-2554

4/6/17

Date

ACKNOWLEDGED BY:

John DuPont

Name

Authorized Signature

4/6/2017

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

DHL Analytical, Inc.
2300 Double Creek Drive
Round Rock, TX 78664
Solicitation No. IFB ISR0019
Due April 11, 2017 at 2:00 pm



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: IFB ISR0019

Addendum No: #3

Date of Addendum: April 6, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

- I. **Clarification:** The bid due prior to date and time is Tuesday, April 11, 2017 at 2:00 p.m.

The bid opening time and date is Tuesday, April 11, 2017 at 3:00 p.m.

- II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY: _____

Irene Sanchez-Rocha, Senior Buyer
Purchasing Office, 512-974-2554

4/6/17

Date

ACKNOWLEDGED BY:

John DuPont

Name

Authorized Signature

4/6/2017
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

DHL Analytical, Inc.
Round Rock, TX United States

Certificate Number:
2017-251110

Date Filed:
08/17/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 6300 NA170000219
Analytical Laboratory Services

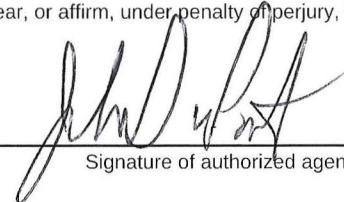
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JOHN DUPONT, this the 17th day of August, 20 17, to certify which, witness my hand and seal of office.



Signature of officer administering oath

SCOTT SCHROEDER

Printed name of officer administering oath

Title of officer administering oath

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Irene Sanchez-Rocha	PM Name/Phone	Josephine Archer 512-974-9735
Sponsor/User Dept.	Watershed Protection Department	Sponsor Name/Phone	Josephine Archer 512-974-9735
Solicitation No	ISR0019	Project Name	Pollutant Analysis Services
Contract Amount	\$375,000.00	Ad Date (if applicable)	March 13, and 20, 2017

Procurement Type

- | | | |
|---|--|--|
| <input type="checkbox"/> AD – CSP | <input type="checkbox"/> AD – CM@R | <input type="checkbox"/> AD – Design Build |
| <input type="checkbox"/> AD – Design Build Op Maint | <input type="checkbox"/> AD – JOC | <input type="checkbox"/> IFB – Construction |
| <input checked="" type="checkbox"/> IFB – IDIQ | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List |
| <input type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need | <input type="checkbox"/> Interlocal Agreement | <input type="checkbox"/> Ratification |
| <input type="checkbox"/> Sole Source* | | |

Provide Project Description**

Analyses of pollutants in water samples that will be provided by the department.

Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.

Previous solicitation STA1175 had no goals attached.

List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)

Specification priority and regulated pollutant analyses services, commodity code 961450.

, Irene Sanchez-Rocha

2/24/2016

Buyer Confirmation

Date

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY

Date Received	2/27/2017	Date Assigned to BDC	2/27/2017
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|---|--|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input checked="" type="checkbox"/> Insufficient subcontracting opportunities | <input type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

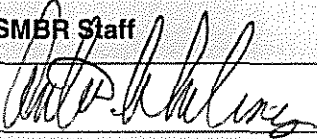
There are 5 MBE/WBEs available

Subcontracting Opportunities Identified

Insufficient subcontracting opportunities

Arturo Salinas

SMBR Staff



Signature/ Date

3/1/19

SMBR Director or Designee

Date

3/2/17

Returned to/ Date:

